



**STATE OF FLORIDA
DEPARTMENT OF VETERANS' AFFAIRS**

**INVITATION TO BID (ITB)
FDVA-ITB-20-003B
"FDVA WEB-HOSTED PHARMACY SYSTEM"**

SUBMIT ALL INQUIRIES IN WRITING, VIA E-MAIL, TO:

**TIM SHAW
CONTRACTING ADMINISTRATOR
FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
MARY GRIZZLE STATE OFFICE BUILDING
11351 ULMERTON ROAD, SUITE 311-K
LARGO, FLORIDA 33778-1630**

EMAIL: PURCHASINGLARGO@FDVA.STATE.FL.US



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SECTION 'I'
INTRODUCTION

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1. Issuing Office.

a) The sole points of contact with the Florida Department of Veterans' Affairs (FDVA), for purposes of this solicitation, are the Contracting Administrator or Purchasing Officer as identified below:

Primary Contact	Alternate Contact
Tim Shaw Contracting Administrator Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Suite 311-K Largo, FL 33778-1630 Telephone: (727) 518-3202, Ext. 5575 E-mail: PurchasingLargo@FDVA.STATE.FL.US	Scott Gerke Purchasing Officer Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Suite 311-K Largo, FL 33778-1630 Telephone: (727) 518-3202, Ext. 5557 E-mail: PurchasingLargo@FDVA.STATE.FL.US

b) Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. FDVA shall not be bound by any information from whatever source that is not expressly contained within this solicitation and any issued addendum.

2. Purpose and Scope. Pursuant to Chapter 287, Florida Statutes, FDVA invites interested Contractors to submit bids in accordance with this solicitation. The purpose of this solicitation is to establish an Agreement for Contractor complete provision of a secure web-hosted pharmacy system (SaaS/software as a service), utilizing the newest technologies, which will serve each of FDVA's six (6) existing state veterans' nursing homes in-house pharmacies; as well as the in-house pharmacies of two (2) additional new state veterans' nursing homes which are currently under remodeling-retrofitting/construction (located in Orlando and Tradition, FL). Contractor will also fully provide for data conversion and migration, as well as subsequent training, monthly system access subscription, technical support, and system maintenance. Contractor must be the publisher of the system software, as well as the owner of the intellectual property and source code. FDVA requires the new system to be fully operational, to the full satisfaction and acceptance of FDVA and any applicable authorities having jurisdiction, prior to December 31, 2019. For further details, see Section III "Statement of Work".

3. Initial and Renewal Terms. The initial term of the Agreement, resulting from this solicitation, shall commence on the date of fully executed Agreement and be for a period of three (3) years. The agreement may be renewed, in whole or in part, for one additional term not to exceed three (3) years. Renewal will not include any compensation for costs associated with the renewal. Any renewal shall specify the renewal price, as set forth in the Contractor's response. Renewal shall be in writing and subject to the same terms and conditions as set forth in the agreement. Any renewal shall be contingent upon satisfactory initial term performance evaluations as determined solely by FDVA and subject to availability of annual appropriation of funds as approved by the State of Florida Legislature.

4. Timeline. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in public meetings related to this solicitation are asked to advise FDVA at least five (5) business days before the meeting by contacting the FDVA Primary Contact at the email address provided above. If you are hearing or speech impaired, please contact Florida Relay Services at 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). It is the interested person's responsibility to monitor the State of Florida Vendor Bid System (VBS) for any new or changing information concerning this solicitation. The below specified events, dates, and times are subject to change:

EVENT	EVENT DATE
Issued Invitation To Bid (ITB).	Monday, August 26, 2019
Respondents Written Questions Due (<u>Prior to 3:00 PM Local Time</u>).	Friday, September 6, 2019
"Anticipated" Posting of FDVA Response to Respondent Questions.	Wednesday, September 11, 2019
Bid Due Date/Time (<u>Prior to 3:00 PM Local Time</u>) and Opening	Tuesday, September 24, 2019
"Anticipated" Posting of FDVA Notice of Intent to Award.	Tuesday, October 1, 2019
"Anticipated" Execution of Agreement / Contract Commencement	Tuesday, October 8, 2019

5. Public Meeting Agendas.

- a) Bid Opening Meeting (Reference above "Timeline"):
 - 1) Opening Remarks and Introductions.
 - 2) Bid Opening and Tabulation (Announcement of Company Name and Total Bid Price).
 - 3) Public Comment Opportunity.
 - 4) Closing Remarks and Adjournment.

6. Terms and Conditions.

- a) The State of Florida's General Contract Conditions are outlined in Form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over Form PUR 1000 where applicable. https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf
- b) The State of Florida's General Instructions to Respondents are outlined in Form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over Form PUR 1001 where applicable. https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

If you are unable to access Forms PUR 1000 or PUR 1001, you may contact the FDVA Primary Contact at the email address provided above to obtain a copy of these documents. If you are hearing or speech impaired, please contact Florida Relay Services at 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

7. Protest. Any protest concerning this solicitation shall be made in accordance with Section 120.57(3) and 287.042(2), Florida Statutes and Chapter 28-110 of the Florida Administrative Code. Questions to FDVA Primary or Alternate Contact shall not constitute formal notice of a protest. It is FDVA intent to ensure that specifications are written to obtain the best value for the State of Florida, ensure competitiveness, fairness, necessity and reasonableness in the solicitation process, and meet FDVA requirements.

a) Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Florida Administrative Code: Requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

b) Section 120.57(3)(a), Florida Statutes: Requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes".

c) Section 28-110.005, Florida Administrative Code: Requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes".

Any protest concerning FDVA decision must be timely received by FDVA Agency Clerk at: Florida Department of Veterans' Affairs, Office of the General Counsel - Agency Clerk, The Capitol, Suite 2105, 400 South Monroe Street, Tallahassee, FL 32399-0001.

DOCUMENT CONTINUES ON THE FOLLOWING PAGE

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- 2. Respondent Registration.**
- 3. Florida Secretary of State Registration.**
- 4. Form W-9 Requirement.**
- 5. State of Florida Vendor Bid System (VBS).**
- 6. Florida Veteran Business Enterprise Opportunity Act.**
- 7. Certified Minority Business Enterprises (CMBE).**
- 8. Respondent Questions and FDVA Addendum.**
- 9. Qualifications.**
- 10. Bid Guidelines.**
- 11. Sealed Bid.**
- 12. Submission of Bid.**
- 13. Withdrawal of Bid.**
- 14. Modification of Bid.**
- 15. Bid Opening.**
- 16. Rights of FDVA.**

1. Cost Incurred. All expenses involved with Respondent preparation and submission of its bid to FDVA, or any work performed in connection therewith, shall be born solely by the Respondent. No payment will be made for any bids received, or for any other effort required of, or made by Respondent or the successful Contractor.

2. Respondent Registration. Respondent must be fully registered with the State of Florida's "My Florida Market Place" procurement system by the bid opening due date and time as provided in the Timeline. Respondent must register on-line at website <https://vendor.myfloridamarketplace.com>. Respondent failure to do so may result in the Respondent being considered non-responsive and prevent the awarded Contractor from transacting any business with FDVA. For assistance, Respondent shall contact the State of Florida Vendor Help Desk at 866-352-3776.

3. Florida Secretary of State Registration. Respondent, whether a domestic or foreign entity, must register with the Florida Secretary of State (Florida Department of State, Division of Corporations), as well as secure and include its certificate of authority with its sealed submitted bid, by the bid opening due date and time as provided in the Timeline. Respondent failure to do so may result in the Respondent being considered non-responsive. Further, awarded Contractor must maintain its registration and certificate of authority with the Florida Secretary of State (Department of State, Division of Corporations) for the life of the Agreement. Failure to do so will prevent the awarded Contractor from transacting any business with FDVA. For assistance, Respondent shall access the Florida Department of State, Division of Corporations website <http://search.sunbiz.org>.

4. Form W-9 Requirement. Respondent must register and submit its electronic Form W-9 to the State of Florida Department of Financial Services (DFS). Respondent failure to do so, by the bid opening due date and time as provided in the Timeline, may result in the Respondent being considered non-responsive and prevent the awarded Contractor from transacting any business with FDVA. The Internal Revenue Service (IRS) receives and validates all Respondent Form W-9 information. To view compliance instructions and submit Form W-9, Respondent must access website <https://flivendor.myfloridacfo.com/>. For assistance, Respondent shall contact the State of Florida Vendor Form W-9 Help Desk at 850-413-5519.

5. State of Florida Vendor Bid System (VBS). Respondent must register on-line via <http://www.myflorida.com/apps/vbs>, for electronic notification of solicitations from the State of Florida's Vendor Bid System (VBS). Respondent failure to do so may result in the Respondent being considered non-responsive. The State of Florida and FDVA are not under any obligation and do not guarantee that vendors will receive electronic notifications concerning the posting of notices, addendum, intent to award; as well as withdrawal, cancellation, or close of solicitations. Vendors are solely responsible for monitoring the State of Florida Vendor Bid System (VBS) for new or changing information concerning solicitations. For assistance, Respondent shall contact the State of Florida Vendor Help Desk at 866-352-3776 or via email address vendorhelp@myflorida.com.

6. Florida Veteran Business Enterprise Opportunity Act. In accordance with the Florida Veteran Business Enterprise Opportunity Act, Section 295.187, Florida Statutes, a state agency, when considering two or more bids for the procurement of commodities or contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified veteran business enterprise. Notwithstanding Section 287.057(11), Florida Statutes, if a veteran business enterprise entitled to the vendor preference under this section and one or more businesses entitled to this preference or another vendor preference provided by law submit bids for procurement of commodities or contractual services which are equal with respect to all relevant considerations, including price, quality, and service, the state agency shall award the procurement or contract to the business having the smallest net worth. Information on certification procedures for vendor preference programs is available from the Office of Supplier Diversity (OSD) website <http://osd.dms.state.fl.us>, by phone at 850-487-0915, or via email at OSDHelp@dms.myflorida.com.

7. Certified Minority Business Enterprises (CMBE). Respondents are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on CMBE procedures and programs is available online from the Office of Supplier Diversity (OSD) website <http://osd.dms.state.fl.us>, by phone at 850-487-0915 or via email at OSDHelp@dms.myflorida.com.

8. Respondent Questions and FDVA Addendum. No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of oral discussions with any FDVA or State of Florida employee. Only Respondent written questions, which are signed by persons authorized to contractually bind the Respondent, will be recognized by FDVA as duly authorized expression on behalf of the Respondent. Respondent written questions must be submitted via email (in e-mail body or attached MS Word document), by the deadline as provided in the solicitation's Timeline, to the Primary Contact Person in Section I of this solicitation. FDVA reserves the right to issue addendum(s) to solicitations, only those communications will be considered as a duly authorized expression on behalf of FDVA. Addendum(s) will contain FDVA clarifications or responses to Respondent questions, as well as details that identify formal changes to the solicitation. In accordance with the solicitation's Timeline, FDVA addendum shall be published on the State of Florida Vendor Bid System (VBS). If no written inquiries are submitted by a Respondent, all conditions and requirements specified within the solicitation shall be deemed accepted and understood by the Respondent. Each Respondent is solely responsible for monitoring the State of Florida Vendor Bid System (VBS) for new or changing information concerning all solicitations.

9. Qualifications. Award of the Agreement, in all respects of this solicitation and any issued addendum, shall be made to the Respondent whose bid is determined to be the lowest responsive, responsible bid, a determination that shall be made solely at the discretion of FDVA. The Respondent affirms and declares that Respondent has:

- a) The capacity to do business within the State of Florida.
- b) The necessary abilities, staff, experience, facilities, equipment, materials, and financial resources, at the present time, to complete the requirements of the Agreement in a satisfactory manner and within the required time.
- c) All federal, state and local registrations, licenses, certifications, and permits legally required to perform and complete the services as called for herein; including but not limited to any other related agreements.

- d) The intention, commitment, and means to comply with all federal, state and local codes, laws, ordinances, rules, regulations, guidelines, and requirements that could affect the provision of required services in any manner.
- e) No arrearage to the State of Florida upon debt or Agreement, nor default as surety or otherwise, upon any obligation to the State of Florida.
- f) Present good standing with the State of Florida and is not on the state's lists of ineligible contractors.
- g) No member, officer, or employee of FDVA who during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in the Agreement or the proceeds thereof.
- h) Respondent is of lawful age and that no other person, contractor, or corporation has any interest in the bids or Agreement proposed to be entered into.
- i) Respondent has thoroughly examined all available drawings and specifications, schedules, instructions, the solicitation, and addendum; as well as made all investigations necessary to thoroughly inform themselves regarding facilities for delivery of services as required by the solicitation. No plea of ignorance by the Respondent of conditions that exist, or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation, will be accepted as a basis for varying the requirements of FDVA or compensation to the successful Contractor.

10. Bid Guidelines. Respondent's bid must follow the format, structure, and sequence as required by this solicitation.

- a) Respondents are advised that all FDVA solicitations and agreements are subject to all legal requirements as provided under Florida law.
- b) Respondents are advised that exceptions to any terms or conditions contained in this solicitation must be identified in its written questions and submitted via email (by the deadline as provided in the Timeline; to the Primary Contact Person specified in Section 1 of this solicitation). Failure to do so may lead FDVA to declare any such term or condition as non-negotiable. Respondent's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- c) If no request for clarification is submitted by Respondent, all conditions and requirements specified within the Agreement shall be deemed accepted and understood by Respondent.
- d) FDVA objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's bid. In submitting its bid, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.
- e) Prices shall be Respondent net, delivered prices, F.O.B. Destination. All pricing must be in United States dollars (i.e. \$1.00, USD). FDVA does not pay local, state, or federal taxes; including recovery fees, sales tax, or excise tax. FDVA tax-exempt certificate will be available upon request.

11. Sealed Bid. Respondent's bid including all forms required by this solicitation, as provided by FDVA (in their original format), must be fully executed and submitted in a sealed envelope; one (1) sealed original copy and two (2) individually sealed duplicate copies. All three (3) individually sealed envelopes must then be placed in one (1) outer package (size appropriate envelope or box) and sealed. Each of the three (3) individually sealed envelopes and the outer package shall be clearly labeled as provided on the title page of this solicitation, including Respondent name and address, solicitation number and title, and the bid opening due date and time as provided in the Timeline. Further, it is the Respondent's responsibility to clearly identify on the outer packaging of each sealed bid any vendor preference certifications that are applicable to its bid. Respondent failure to provide sealed bid in the manner specified above may result in the bid being considered non-responsive.

12. Submission of Bid. By submitting a bid, each Respondent certifies that it satisfies all criteria specified in the solicitation and any issued addendum. Respondent may not submit more than one bid.

- a) Respondent is solely responsible for ensuring that its bid is submitted in accordance with the solicitation and any issued addendum.

b) Respondent shall submit its bid by mail (i.e. USPS, FedEx, or UPS) or in person (i.e. "by hand") to the attention of the Primary Contact Person specified in Section I of this solicitation. **FDVA shall reject any bid submitted electronically (i.e. via e-mail, on disc/driver, etc.).**

c) Respondent is solely responsible for ensuring that its bid is received, by the Primary Contact Person specified in Section I of this solicitation, prior to the bid opening due date and time as provided in the Timeline.

13. Withdrawal of Bid. Respondent bid may be withdrawn, provided that Respondent's written request to withdraw is e-mailed to and received by the Primary Contact Person specified in Section I of this solicitation prior to the bid opening due date and time as provided in the Timeline. Bids may not be withdrawn within sixty (60) business days following the bid opening due date and time as provided in the Timeline.

14. Modification of Bid. Respondent may withdraw, modify, and re-submit its bid, provided the re-submitted bid is received, by the Primary Contact Person specified in Section I of this solicitation, prior to the bid opening due date and time as provided in the Timeline. Respondent re-submitted bid shall be rejected if received, by the Primary Contact Person specified in Section I of this solicitation, after the bid opening due date and time as provided in the Timeline.

15. Bid Opening. **FDVA shall reject any bid received after the bid opening due date and time as provided in the Timeline.** Bids, received in accordance with the solicitation and any issued addendum, will be opened immediately after the bid opening due date and time as provided in the Timeline. The bid opening shall be performed at the Florida Department of Veterans' Affairs (FDVA), Mary Grizzle State Office Building, 11351 Ulmerton Road, Suite 311-K, Largo, FL 33778-1630. The public may attend the bid opening. FDVA may choose not to announce prices or release other materials pursuant to Section 119.071, Florida Statutes. Sealed bids, proposals, or replies received by FDVA pursuant to a competitive solicitation shall be exempt from public disclosure until FDVA provides notice of an intended decision, or until 30 days after the opening of bids, proposals, or final replies, whichever occurs earlier.

16. Rights of FDVA. In addition to all other rights of FDVA under Florida law, FDVA specifically reserves the following rights at its sole discretion:

- a) FDVA reserves the right to select the bid it believes is in the best interest of the State of Florida and FDVA.
- b) FDVA reserves the right to add, change, and delete any requirements of the solicitation.
- c) FDVA reserves the right to reject a bid, with or without cause, as nonresponsive, not responsible, not qualified, or not capable.
- d) FDVA reserves the right to withdraw, re-issue, or cancel the solicitation with or without cause.
- e) FDVA reserves the right to remedy or waive technical errors, immaterial errors, informalities, and irregularities in the solicitation and Respondent bid.
- f) FDVA reserves the right to reject a bid if pricing is inconclusive, incomplete, not submitted, or if pricing is not submitted in the format as originally provided in the solicitation.
- g) FDVA reserves the right to request any necessary clarifications or supporting documentation.
- h) FDVA reserves the right to reject any bid received after bid opening due date and time as provided in the Timeline.
- i) FDVA reserves the right to reject any bid submitted electronically (i.e. via e-mail).
- j) FDVA reserves the right to reject a bid if Respondent misstates or conceals any material fact in its bid.
- k) FDVA reserves the right to reject a bid that fails to include any information required by the solicitation in the specified sequence.
- l) FDVA reserves the right to accept and award the Agreement by item, by group, in the aggregate, or by location.

SECTION "III"
STATEMENT OF WORK

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1. **General.** Contractor shall provide a secure web-hosted pharmacy system (SaaS/software as a service), utilizing the newest technologies, which will serve each of FDVA's six (6) existing state veterans' nursing homes in-house pharmacies; as well as the in-house pharmacies of two (2) additional new state veterans' nursing homes which are currently under remodeling-retrofitting/construction (located in Orlando and Tradition, FL). Contractor will also fully provide for data conversion and migration, as well as subsequent training, monthly system access subscription, technical support, and system maintenance. Contractor must be the publisher of the system software, as well as the owner of the intellectual property and source code. FDVA requires the new system to be fully operational, to the full satisfaction and acceptance of FDVA and any applicable authorities having jurisdiction, prior to December 31, 2019.

2. **Background.** FDVA must transition to a new web-hosted pharmacy system, as the current TDS "RX-30" application will no longer be available in a MS Windows environment.

3. **Project Launch Meeting.** Within fifteen (15) calendar days from date of fully executed Agreement, Contractor shall schedule and conduct an on-site, post-award "project launch" meeting with FDVA Contract Manager. The purpose of the meeting is to establish lines of communications, verify contact persons, initiate project scheduling, and discuss other relative project topics. Prior to commencement of

work, Contractor shall provide FDVA Contract Manager with a written copy of all key contact information, to include but not limited to Contractor contact names, telephone numbers (office, cell, and emergency), and email addresses where Contractor Project Manager or designee can be reached between the hours of 8:00 am and 5:00 pm (Monday through Friday), as well as outside the hours of operation.

4. Transition and Start-up Plan. Prior to commencement of work, Contractor shall submit transition and start-up plan to FDVA Contract Manager. The plan will be an effective framework tool for project management and must outline the process by which the Contractor will transition services from current provider and to newly implemented system (i.e. staffing placement, project planning, design approvals, work details, milestones, and dated timeline). Contractor shall adhere to the transition and start-up plan; no changes may be made without prior written approval of FDVA Contract Manager. Contractor shall attend all transition of services and implementation meetings to discuss related issues at a frequency as determined solely by FDVA.

5. FDVA Residents to be Served. Persons to be served under the Agreement, residents living in FDVA State Veterans' Nursing Homes (SVNH) or those admitted to each SVNH during the life of the Agreement, are honorably discharged veterans who are in need of nursing home care (long-term healthcare/skilled nursing). Residents are generally a geriatric population, although younger veterans are represented. Residents include male and female veterans. Residents may require twenty-four (24) hour nursing, personal, or custodial care. Respite care may also be provided. Some residents have behavioral issues, mental disabilities, or organic brain syndromes, including Alzheimer's disease.

6. Service Locations. Required system services will be utilized onsite at FDVA Headquarters (Largo, FL) and each service location (SVNH). Additional SVNH locations may be added to the Agreement as new facilities are built. Each SVNH has achieved and maintained approximately 95-100% resident census (approximate average of 117 residents per SVNH). The following SVNH's are included in the Agreement:

Baldomero Lopez State Veterans' Nursing Home (120 beds) 6919 Parkway Boulevard Land O' Lakes, FL 34639
Emory L. Bennett State Veterans' Nursing Home (120 beds) 1920 Mason Avenue Daytona Beach, FL 32117
Alexander Nininger State Veterans' Nursing Home (120 beds) 8401 W. Cypress Drive Pembroke Pines, FL 33025
Clifford Chester Sims State Veterans' Nursing Home (120 beds) 4419 Tram Road Panama City, FL 32404
Douglas Jacobson State Veterans' Nursing Home (120 beds) 21281 Grayton Terrace Port Charlotte, FL 33954
Clyde E. Lassen State Veterans' Nursing Home (120 beds) 4650 State Road 16 St. Augustine, FL 32092
<u>UNDER REMODELING/RETROFITTING (Anticipated to Open Summer/Fall 2020)</u> Lake Baldwin Community Living Center (112 beds) 503 Comfort Avenue Orlando, FL 32814
<u>UNDER NEW CONSTRUCTION (Anticipated to Open Summer/Fall 2020)</u> Ardie R. Copas State Veterans' Nursing Home (120 beds) 10700 S.W. Tradition Parkway Tradition, FL 34987

7. Hours of Operation. Given the nature and dynamics of FDVA's mission, time is of the essence in performance of the Agreement. Pursuant to the agreement, all services will be performed 24 hours a day; 7 days a week; 365 days a year in order to meet SVNH resident needs, provide continuity of resident care, and be compliant with local, state, and federal requirements.

8. Authorities Having Jurisdiction (AHJ). FDVA is licensed by the Agency for Health Care Administration (AHCA), as well as regularly inspected by AHCA, United States Department of Veterans' Affairs (USDVA), and Centers for Medicare and Medicaid Services (CMS). Contractor shall reference, adhere to, and comply with all applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction.

9. Permits, Licenses, and Fees. Contractor shall be responsible for scheduling, applying, paying for, and securing all applicable permits, licenses, variances, inspections, approvals, exemptions, vendor certifications, tagging, and permissions required by engaged vendors, local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction; including but not limited to necessary notification and coordination with applicable authorities having jurisdiction. Contractor must submit all applicable documentation specified above to FDVA Contract Manager for verification within fifteen (15) business days from date of fully executed Agreement. Failure of Contractor to provide documentation will prevent commencement of all work until Contractor provides satisfactory evidence to FDVA Contract Manager for verification or may result in termination of Agreement.

10. Health Insurance Portability and Accountability Act (HIPAA). The Contractor must abide by and comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA), as further detailed in the Business Associate Agreement. Any violation of requirements shall result in termination of the Agreement and all remedies provided by law shall become available to FDVA.

11. Project Management. Contractor shall be responsible for the successful performance and completion of the Agreement, including the work of Contractor staff, as well as agents and their employees, subcontractors and their employees, and all other persons performing any work under the Agreement. FDVA appointed personnel shall be available to Contractor where it is essential to represent FDVA requirements, review and approve Contractor deliverables, provide operational insight, resolve issues and make decisions regarding alternate administrative, functional, or technical aspects. FDVA and Contractor shall appoint project management staff whose primary duties will be as follows:

a) Contractor Project Manager: Prior to commencement of project, Contractor shall appoint a Project Manager who will function as a liaison between Contractor and FDVA. Contractor's Project Manager will be responsible for the overall operations statewide, coordinate all activities with FDVA Contract Manager, immediately report any adverse events to FDVA Contract Manager, and be available to meet with FDVA as requested (on location at FDVA Headquarters or specific SVNH). In the absence of Contractor's Project Manager, Contractor will appoint an alternate to act on behalf of Contractor's Project Manager. Contractor's Project Manager does not have the authority to make any changes to the Agreement.

b) FDVA Contract Manager: FDVA shall appoint an FDVA employee, located at FDVA Headquarters (Largo, FL), as FDVA Contract Manager for the Agreement and will be responsible for managing, monitoring, assessing, and certifying that all required Contractor services, surveys, and reports were satisfactorily performed and that invoices are in accordance with the Agreement. FDVA Contract Manager is the Contractor's primary point of contact and will serve as a liaison between the Contractor and FDVA Contracting Administrator. In the absence of FDVA Contract Manager, FDVA will appoint an alternate to act on behalf of FDVA Contract Manager. FDVA Contract Manager does not have the authority to make any changes to the Agreement.

c) FDVA Contracting Administrator: FDVA Contracting Administrator, located at FDVA Headquarters (Largo, FL), will be responsible for administering the terms and conditions of the executed Agreement, issuing modifications or amendments, and exercising any option to renew or terminate contract. FDVA Contracting Administrator will be the central point of contact for all contractual matters, as well as any disputes between Contractor and FDVA that cannot be resolved between

Contractor and FDVA Contract Manager. In the absence of FDVA Contracting Administrator, FDVA Purchasing Officer will act on behalf of FDVA Contracting Administrator.

12. Contractor Qualifications. Contractor must have no less than five (5) years documented experience in the engaged field. As applicable, all Contractor personnel, agents, representatives, subcontractors and their employees, and all other persons performing services or inspections in performance of the Agreement shall be licensed, certified, and manufacturer's factory authorized to install, maintain, update, repair, and remove the engaged system. Contractor must submit all applicable licenses, certifications, and authorizations to FDVA Contract Manager for verification within fifteen (15) business days from date of fully executed Agreement. Failure of Contractor to provide documentation will prevent commencement of all work until Contractor provides satisfactory evidence to FDVA Contract Manager for verification or may result in termination of Agreement.

13. Contractor Staff Requirements. Contractor shall provide sufficient qualified personnel and supervision to perform the requirements of the Agreement and assume responsibility for managing the Contractor's Project Team for the life of the Agreement. Contractor shall assure the following personnel qualifications to meet the requirements of the Agreement:

a) Background Screening: In accordance with Section 435.04, Florida Statutes, for the life of the Agreement, Contractor shall be responsible for scheduling, applying and paying for, and securing **Level 2** background screening for all Contractor personnel, agents, representatives, subcontractors and their employees, and all other persons performing services in performance of the Agreement. Upon completion of **Level 2** background screening, Contractor shall secure evidence of such completion and provide to FDVA Contract Manager. Prior to commencement of work, FDVA Contract Manager will review each **Level 2** background screening's result and exercise exclusive judgment as to acceptability in accordance with State of Florida requirements. Evidence will be maintained on file at FDVA headquarters (Largo, FL), for auditing purposes.

b) Employment Eligibility Verification (E-Verify): Pursuant to the State of Florida Executive Order Number 11-116, the U.S. Department of Homeland Security's E-Verify system will be used to obtain and verify the employment eligibility of all persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida within three (3) business days after the date of hire; and all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement with FDVA within ninety (90) calendar days after the date the Agreement is executed or within thirty (30) days after such persons are assigned to perform work pursuant to the Agreement, whichever is later. The State of Florida shall consider Contractor's employment of an unauthorized or undocumented alien to be a violation of Section 274A of the Immigration and Nationalization Act. Such violation shall be grounds for immediate termination of the Agreement.

c) Staffing Changes: At FDVA's sole discretion, within thirty (30) calendar days, Contractor shall replace any employee whose continued presence would be detrimental to the success of the Agreement. The replacement must be an employee of equal or superior qualifications. In the event an employee must be removed immediately, for justifiable cause, Contractor will replace staff within twenty-four (24) hours. FDVA Contract Manager will exercise exclusive judgment in this matter. Contractor shall provide coverage for both scheduled and unscheduled Contractor staff absences, to ensure that required services and continuity of resident care is not interrupted.

d) Meetings: Contractor personnel are required to participate in all FDVA meetings as requested.

e) Communication: All Contractor staff must be able to communicate in English (both verbally and in writing) and be able to liaise with FDVA personnel.

f) Surveys, Inspections, and Audits: Contractor shall fully participate and cooperate with all surveys, inspections, and audits of FDVA, as performed by any internal or external agency, group or team, including but not be limited to AHCA, USDVA, and CMS.

g) Policy and Procedures: Upon request, Contractor shall make all applicable Contractor policies and procedures available to FDVA. Upon request, FDVA will make all applicable FDVA policies and procedures available to Contractor.

14. System Requirements.

- a) Requirements:
 - 1) Web-hosted solution for user real time access.
 - 2) Compatible with Windows 10, MS Office 2016, Internet Explorer 11 and most current Microsoft web browser, or Google Chrome or above (must stay current with security updates).
 - 3) System needs to be available 24 hours a day; 7 days a week; 365 days a year.
 - 4) IP filtering is required for all FDVA service locations.
- b) Hosting:
 - 1) Infrastructure and telecommunications capabilities in order to support application and data access 24 hours a day; 7 days a week; 365 days a year.
 - 2) Inform FDVA of any maintenance required system outages three (3) business days in advance and shall conduct such maintenance during non-business hours.
- c) Other Features:
 - 1) Maintain a 99.5 % uptime.
 - 2) System accuracy shall be 100% of what is entered and edited.
 - 3) Support 24 hour clock and standard time zone, with a daylight saving option.
 - 4) Must complete annual system risk assessment.
 - 5) Must have a disaster recovery plan in place and tested annually.

15. Application Requirements. The system application shall have the capability to allow FDVA to utilize a secure, web-hosted pharmacy system for long-term healthcare/skilled nursing facilities, requirements are as follows:

- a) Application:
 - 1) Web-based with support for Internet Explorer 11 and most current Microsoft web browser, Google Chrome and above (must stay current with security updates).
 - 2) Reside behind a secure firewall.
 - 3) Must be able to place residents in "houses" or units.
 - 4) Must have inventory component for updating pricing and quantity on hand.
 - 5) Ability to integrate with existing Zebra printers for appropriate pharmacy label alignments.
 - 6) Ability for two (2) instances of the software application to be running simultaneously, at each location, (including pharmacist/consulting pharmacist and technician) at the same speed so work productivity is not impeded.
 - 7) Accommodate twenty (20) consecutive users (including pharmacists, consulting pharmacists pharmacy technicians, as well as other pharmacists and pharmacy technicians covering leave of absence/annual leave).
 - 8) Seamless integration and functionality with the EHR and dietary software, using HL7 bridge connector.
 - 9) Ability to query known applications on medication interactions (MediSpan, First Data Bank, etc.).
- b) Reports Requirements:
 - 1) Residents on antipsychotics, anxiolytics, antidepressants, and hypnotics.
 - 2) Prescribed antibiotics.
 - 3) Credits performed (not a recalculated price for any drug that is returned to stock).
 - 4) Itemized resident charges.
- c) Data Conversion and Migration:
 - 1) The new system must support the data contained within existing system, in order to maintain data and required reports.
 - 2) Contractor will perform a review of existing data usage and schema, and shall map existing data to the fields utilized by the proposed system.
 - 3) Contractor must provide FDVA with data formats that will enable conversion data to be extracted in order to import this data into the new system. Appropriate FDVA personnel will be available to assist Contractor in determining the data to be converted into the new system, to provide information and data formats on current FDVA applications, and to review strategies and designs for converting existing data.

- 4) FDVA will conduct a data conversion test and evaluate results. Contractor shall be responsible for correcting all deficiencies within thirty (30) calendar days from date of discovery, to the full satisfaction of FDVA.
 - 5) As data must be protected at all times, all HIPAA and USDVA safeguards must be in place during the data conversion and migration process.
- d) Off-line Requirements:
- 1) Must be able to disburse prescriptions in an off-line manner.
 - 2) Database must be replicated real-time on a local computer at each SVNH.
 - 3) Once brought back on line the database on the computer is synchronized with the web-based version. The computer version, at that time, is data source and should override the web-based version.

16. Additional Requirements The system application shall have the capability to allow FDVA to utilize and fulfill the following requirements:

- a) Consultant pharmacist specific software application that provides consultant pharmacists the ability to effectively perform their job in assisting the respective SVNH in preparation of Agency for Health Care Administration (AHCA) and United States Department of Veterans' Affairs (USDVA) survey inspections, as well as oversight of resident care and safety. **Note:** Currently, consultant pharmacists use MS Office Word and Excel to track gradual dose reductions, perform required Medication Regimen Reviews (MRRs), and to send consultant pharmacist recommendation comments to the providers.
- b) Ability to link resident's payor sources to profile (i.e. service connected disability groups, aid and attendance (A&A), Medicare, Medicaid, private pay, etc.).
- c) Ability to generate a diet list to supply to nursing.
- d) Software that notifies therapeutic duplications on order entry screen or on the medication profile.
- e) A scanning system that shows the right drug was selected to minimize dispensing errors.
- f) Capability of automatically reporting to Prescription Drug Monitoring Program/PDMP on a daily basis (State of Florida E-Force).

17. Software Operating Requirements. Application software modules must be fully integrated, menu driven and provide a graphical user interface (GUI). User interface will be consistent across all modules and designed to ensure relative ease of use by trained users with basic keyboard knowledge. Interface shall include on-line editing, validation, file look-up. System must provide on-line help, and error messages. System will provide security and tracking information on all transactions and audit trails, such as user ID, date, and time. System shall automatically maintain the integrity of data files, indexes, and relationships including simultaneous update of files in all modules, roll-back for reversed or canceled transactions, and cascaded editing. System must also ensure consistency between batch totals and batch details, accounting distributions, header and line items, and other system totals where appropriate. It must be able to handle peak volumes without significant response time degradation.

18. Related Software. Contractor must provide all software and licenses required to operate, support and maintain the application software. Contractor will not be required to provide client side operating systems, communications and networking software, and common office applications such as word processing, spreadsheet, e-mail, and internet browser. Contractor must provide a detailed list and description of all software being provided, including but not limited to version and release numbers, manufacturer or developer, support and maintenance agreements, as well as license terms and limitations such as number of users and hardware platform.

19. System Data Security. System will be compliant with HIPAA and all CMS/AHCA requirements. Data must be encrypted in transit and at rest and must be monitored for validity, integrity, and security. System will use the most current secure collection and retention mechanism. System must be secure and shall only permit authorized logon, while preventing unauthorized access. Must ensure IP Filtering is enabled to only allow for FDVA approved IP Addresses and address ranges to connect to the application.

20. Data Ownership. All information in the system belongs to FDVA and shall not be shared with any person or entity.

21. Data Center Requirements. Contractor must operate the data center (located within the continental United States) or must partner with an approved data center (located within the continental United States). Contractor shall ensure that data center is in compliance with all HIPAA and CMS/AHCA guidelines, as well as, all federal and state laws governing this type of information and the following requirements:

- a) Data Center Physical Requirements:
 - 1) Monitored security 24 hours per day, 7 days per week, 365 days per year.
 - 2) Redundant power systems capable of running all equipment at full capacity indefinitely.
 - 3) Redundant connectivity to the internet.
 - 4) Must be a hardened facility, able to withstand weather and conditions of its location.
 - 5) Data Center shall be SSAE 18 and SOC2 Type 2 certified.
 - 6) System must be encrypted at rest.
- b) HIPAA, & Sarbanes Oxley, Compliant Data Center:
 - 1) Must sign a business associate agreement.
 - 2) Shall have data backup for redundancy with off-site storage physically located within the continental United States.
 - 3) Shall have a separate training environment from the production database.
- c) Data Security:
 - 1) Detect and contain undesirable traffic on public networks.
 - 2) Prevent malware invasions, including but not limited to viruses, worms, Trojans, and ransomware.
 - 3) Stop hacker attempts like SQL injections and XSS (cross-site scripting) attacks.
 - 4) Include stringent data destruction policies.
 - 5) Residual data must be destroyed in accordance with HIPAA guidelines.
 - 6) Track any changes to hosting environment and alert data center staff with an e-mail.
- d) Application Level monitoring:
 - 1) Alerts FDVA IT Staff.
 - 2) Detect active hosts and bad logons.
 - 3) Planned maintenance during off peak hours.
 - 4) Roles based security matrix.
 - 5) Full data transaction history, with roll back capabilities.
- e) Third Parties Access:
 - 1) Data center shall provide for FDVA approved third party access for additional FDVA contractors, when requested.

22. Data Center Audit. FDVA requires access to annual data center audit of data controls security standards and operations, as well as certify that HIPAA and Sarbanes Oxley are followed.

23. System Commissioning. Once Contractor ascertains complete provision of all required work, Contractor shall provide for, schedule, and conduct a system test/demonstration with FDVA Contract Manager and any other applicable/engaged representatives. During system test/demonstration, FDVA Contract Manager and Contractor will develop a punch list of any deficiencies identified and prepare a schedule indicating completion dates for correction. If no deficiencies are found or once Contractor has corrected any deficiency(ies), upon subsequent FDVA Contract Manager's written confirmation, Contractor will provide a commissioning letter to FDVA Contract Manager (prior to FDVA system training). The letter shall include the names, titles, signatures, and dates of the witnesses attesting that the system is fully operational and in accordance with the Agreement.

24. FDVA Training. Contractor shall provide comprehensive, on-site/web-based user training and user training manuals for each service location (SVNH). Training must be developed specifically for the new system implemented and be for approximately twenty (20) FDVA users. Training curriculum shall include but not limited to technical operation, feature identification, as well as adjustment of all controls and

sequence of operation. FDVA staff must be able to competently operate all system features and functions. Contractor will provide training to include but not limited to addressing new USDVA or FDVA mandates, as well as introduced compliance issues. Contractor must schedule all staff training with FDVA Contract Manager at least seven (7) business days in advance of each proposed training event. Additionally, Contractor shall provide FDVA Contract Manager with one (1) hard copy user training manual and one (1) electronic copy user training manual. All training curriculum must be reviewed and approved by FDVA Contract Manager prior to Contractor provision of training.

25. Warranty. In accordance with and for the life of the Agreement, Contractor shall warrant that all work is of highest quality, free from all defects whatsoever, and in compliance with manufacturer's specifications and warranty guidelines, as well as applicable local, state, federal codes, laws, ordinances, rules, regulations, guidelines, and requirements. Contractor shall fully provide for the warranty of any labor, services, commodities, hardware, software, equipment, tools, materials, supplies, and the related costs thereof. All system warranty activities require FDVA Chief Information Officer and Contract Manager's prior written approval.

26. Technical Support and Maintenance Requests. Contractor shall use its best efforts to resolve all issues. Contractor must provide ongoing user technical support to address software malfunctions, operational questions, and enhancement requests. Contractor shall provide "hot-line" support via telephone, e-mail, and web site, 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, excluding weekends and holidays. Contractor will respond to FDVA IT technical support requests within four (4) hours from receipt of FDVA notification. If contacted after hours, on a weekend or holiday, Contractor will respond within two (2) hours of arriving on the next business day. Contractor must develop, implement, and maintain a maintenance log to track reported system issues and resolution(s). At minimum, maintenance log shall specify date of notice, entity identification (FDVA requestor name, location, phone number, and email address), nature of issue, resolution activities, and date of resolution. Upon request by FDVA Contract Manager, Contractor will provide copy of log, in electronic or hard copy form. With prior written approval from FDVA Chief Information Officer and FDVA Contract Manager, Contractor must fully provide for all regular software changes, upgrades, new releases, patches, and bug fixes. Any and all technical support shall not be outsourced to any person or entity. FDVA IT Staff will log and track all technical support issues and maintenance requests to measure contract performance.

27. Quality Assurance. Contractor must have and maintain an internal quality assurance program to ensure that all required services are performed in accordance with the Agreement. Program procedures shall track, identify, prevent, remedy, and ensure non-recurrence of underperformed and defective services. Contractor is responsible for quality assurance compliance with Agreement.

28. Performance Evaluation. FDVA Contract Manager must monitor and evaluate Contractor performance. FDVA Contract Manager will conduct random inspections of the system, technical support activities, maintenance requests, Contractor quality assurance program, or survey FDVA users. Additionally, FDVA Contract Manager shall submit Contractor performance reports to FDVA Contracting Administrator on a monthly basis.

29. Performance Standards. Contractor warrants that all services performed are in accordance with the Agreement. Moreover, Contractor must meet or exceed the acceptable level of service for each of the following key performance outcomes:

- (a) System/Subscription Access: Contractor maintained system uptime and that any deficiencies are noted with corrective action plan.
 - 1) Frequency: Ongoing.
 - 2) Acceptable Level of Service: 99.5% uptime.
- (b) Quality Control: Contractor performed technical support and resolved maintenance requests.
 - 1) Frequency: Ongoing.
 - 2) Acceptable Level of Service: 100%.
- (c) FDVA System User Satisfaction: Contractor must conduct, produce, and submit to FDVA Contract Manager a FDVA user survey that indicates the quality of service is satisfactory or better.

- 1) Frequency: Semi-Annual.
- 2) Acceptable Level of Service: 90%.

(d) Contractor Staff Background Screening: Prior to commencement of work, all Contractor staff (including in-house employees, subcontractors, affiliates, and third parties) has successfully completed and passed FDLE Criminal Justice Information Systems (CJIS) Level Two (2) background screening, and secured FDVA Contract Manager approval.

- 1) Frequency: Ongoing
- 2) Acceptable Level of Service: 100%

30. Performance Remedy. If Contractor performance fails to conform to the requirements specified in the Agreement, Contractor shall perform or re-perform the requirements in accordance with the Agreement. Performance or re-performance of these services shall commence immediately upon notification by FDVA Contract Manager. Contractor shall use its best efforts to ensure corrections are accomplished in a responsive and timely manner, without interruption to normally scheduled services, to the full satisfaction of FDVA. If FDVA affords Contractor an opportunity to comply with Agreement requirements and Contractor fails to do so within the mutually agreed to time frame, FDVA may terminate the Agreement in absence of any extenuating or mitigating circumstances. Determination of extenuating or mitigating circumstances shall be at the sole discretion of FDVA.

31. End of Agreement Transition. Should Contractor cease to provide services, due to expiration or termination of Agreement, Contractor must cooperate with the transition of services to the new provider. Contractor shall:

- (a) Communicate all transition matters with FDVA Contract Manager.
- (b) Participate in agreement transition meetings with FDVA Contract Manager.
- (c) Provide electronic copies of all FDVA system data intact and in a searchable form to FDVA Contract Manager, in a method and within a time frame to be mutually determined by both parties.
- (d) Within seven (7) business days of Contractor's receipt of FDVA Chief Information Officer's written approval to proceed, Contractor must wipe clean all FDVA system data, as well as any back-up copies. Within three (3) business days of Contractor's completion of this requirement, Contractor shall submit to FDVA Chief Information Officer a sworn notarized statement, signed by Contractor's President, attesting that this requirement has been performed and the date it was completed.

DOCUMENT CONTINUES ON THE FOLLOWING PAGE

SECTION "IV"
GENERAL AGREEMENT ("DRAFT")

AGREEMENT NO.: FDVA-ITB-20-003B
AGREEMENT TITLE: FDVA WEB-HOSTED PHARMACY SYSTEM

THIS AGREEMENT is made on this ____ day of _____, 2019, by and between State of Florida, Department of Veterans' Affairs ("**FDVA**"), with its principal business location at Mary Grizzle State Office Building, 11351 Ulmerton Road, Suite 311-K, Largo, FL 33778-1630 and _____ ("**Contractor**"), a Corporation/Limited Liability Company established and operating under the laws of _____, FEIN _____, with its principal business location at _____, each referred to as a "party" or collectively "parties".

WHEREAS, FDVA issued Invitation to Bid (ITB) No. FDVA-ITB-20-003B, on August 26, 2019, for Contractor provision of a secure web-hosted pharmacy system (SaaS/software as a service), utilizing the newest technologies, which will serve each of FDVA's six (6) existing state veterans' nursing homes in-house pharmacies; as well as the in-house pharmacies of two (2) additional new state veterans' nursing homes which are currently under remodeling-retrofitting/construction (located in Orlando and Tradition, FL). Contractor will also fully provide for data conversion and migration, as well as subsequent training, monthly system access subscription, technical support, and system maintenance. Contractor must be the publisher of the system software, as well as the owner of the intellectual property and source code. FDVA requires the new system to be fully operational, to the full satisfaction and acceptance of FDVA and any applicable authorities having jurisdiction, prior to December 31, 2019, as set forth in the Agreement.

WHEREAS, Contractor submitted a Response (Bid) to the ITB on _____, 2019; and

WHEREAS, FDVA awarded the ITB Submittal to Contractor and the parties wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, the parties in consideration of the mutual benefits and promises set forth herein, the adequacy of which is acknowledged by the parties, agree as follows:

1.1 DOCUMENTS:

1.1.1 The contract documents, including without limitation all exhibits attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto.

1.1.2 To the extent of any conflict between the contract documents, this Agreement and any amendments shall control:

- Then FDVA ITB and all Addendum (attached hereto as Exhibit A);
- Then Contractor's Bid (attached hereto as Exhibit B); and
- Then FDVA Purchase Order; and any other exhibits as required.

All of the foregoing are incorporated herein by reference and are made a part of this Agreement.

2.1 GENERAL DESCRIPTION OF SERVICES:

2.1.1 Contractor shall provide a secure web-hosted pharmacy system (SaaS/software as a service), utilizing the newest technologies, which will serve each of FDVA's six (6) existing state veterans' nursing homes in-house pharmacies; as well as the in-house pharmacies of two (2) additional new state veterans' nursing homes which are currently under remodeling-retrofitting/construction (located in Orlando and Tradition, FL). Contractor will also fully provide for data conversion and migration, as well as subsequent training, monthly system access subscription, technical support, and system maintenance. Contractor must be the publisher of the system software, as well as the owner of the intellectual property and source code. FDVA requires the new system to be fully operational, to the full satisfaction and acceptance of FDVA and any applicable authorities having jurisdiction, prior to December 31, 2019, as set forth in the Agreement.

2.1.2 Contractor shall complete all tasks outlined in the contract documents, as well as all services and work not mentioned, but necessary for Contractor to complete all tasks outlined in the contract documents.

2.1.3 Contractor is responsible for securing any and all licenses, permits, special variances, inspections, approvals, exemptions, and permissions required to complete the work called for by the Contract Documents, including coordinating and notifying any agencies, prior to, during, and after the work, which require such communication(s).

3.1 TERM OF SERVICE:

3.1.1 The initial term of the Agreement, resulting from this solicitation, shall commence on the date of fully executed Agreement and be for a period of three (3) years.

3.1.2 This Agreement may be renewed, in whole or in part, for one additional term not to exceed three (3) years. Renewal will not include any compensation for cost associated with the renewal. Any renewal shall specify the renewal price, as set forth in the Contractor's Best and Final Offer (BAFO/Final Reply). Renewal shall be in writing and subject to the same terms and conditions as set forth in the Agreement. Any renewal shall be contingent upon satisfactory initial term performance evaluations as determined solely by FDVA and subject to availability of annual appropriation of funds as approved by the State of Florida Legislature.

3.1.3 Termination of this Contract shall be governed by the provisions specified in incorporated Form PUR 1000, Item No. 22 "Termination for Convenience" and Item No. 23 "Termination for Cause".

4.1 CONTRACT SUM AND TERMS OF PAYMENT:

4.1.1 In consideration of Contractor's faithful performance of the covenants in this Agreement and its completion and delivery of the statement of work as outlined in the Contract Documents, to the full satisfaction and acceptance of FDVA and any applicable authorities having jurisdiction; FDVA agrees to pay or cause to be paid contract invoice amounts in accordance with Contractor's submitted bid response (Form "9" Initial and Renewal Term Price Schedules). The State's performance and obligation to pay under the Agreement is contingent upon satisfactory performance evaluations as determined solely by FDVA and subject to availability of annual appropriation of funds as approved by the State of Florida Legislature.

4.1.2 Invoice payment shall be made in accordance with Section 215.422, Florida Statutes, which states Contractor's rights and State responsibilities concerning interest penalties and time limits for payment of invoices.

- All invoices must include Contractor's Federal Employment Identification Number, Agreement number, FDVA's Purchase Order Number, period of service (month); as well as the Contractor's, respective SVNH service location, and remittance addresses. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- Contractor shall submit monthly invoicing, by each individual SVNH, within five (5) business days from the end of the calendar month. Each invoice must reflect the SVNH's price for provision of monthly housekeeping and laundry services which is inclusive of all requirements specified in the Agreement and any Amendments.

4.1.3 Contractor is not the recipient or sub-recipient of State of Florida or federal financial assistance.

4.1.4 It is agreed that Contractor's expenses, including but not limited to all costs related to printing and photocopying, long distance telephone calls and facsimiles, and overnight delivery services, are included in the amounts specified in section 4.1.1 above. This Agreement does not allow for travel, lodging, or any related expenses, as such there is no provision for travel, lodging, or any related expenses.

4.1.5 FDVA does not pay any excise or sales tax and shall provide to the Contractor sales tax exemption information, where appropriate.

4.1.6 During the performance of the services under this Agreement, FDVA shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the services called for by the Contract Documents. Contractor must receive prior written approval from FDVA before beginning any additional services related to the work under the Contract Documents. In the event that FDVA provides prior written approval for additional services, then, upon completion of such additional services, Contractor shall be entitled to compensation for the additional services rendered at the rate(s) or price(s) set forth in the

Response, or as otherwise mutually agreed upon by the parties in writing. If Contractor performs additional services without first receiving prior written approval from FDVA, Contractor shall not be entitled to compensation for the unapproved services.

4.1.7 Contractor has the option to receive payments by direct deposit. With direct deposit, Contractor money will be available to Contractor when Contractor's financial institution opens for business on the payment date. Banks, savings and loan associations, and credit unions are eligible to accept such deposits. With direct deposit there can be only one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions. If Contractor is interested in this option to receive payments, please complete the Direct Deposit Authorization form located at website <https://www.myfloridacfo.com/division/AA/Forms/DFS-A1-26E.docx> and follow the [instructions on the form](#). If Contractor needs assistance with completing the form, contact the Direct Deposit Section at (850) 413-5572 or via email DirectDeposit@MyFloridaCFO.com. Also, Contractors can obtain remittance information by accessing the "Vendor Payment History" link located on the State of Florida Vendor Website: <https://flvendor.myfloridacfo.com/>.

5.1 DELIVERABLES:

5.1.1 The deliverables, as defined in the Agreement, are the installation of a new, secure and fully operational web-hosted pharmacy system, as well as subsequent monthly system access.

5.1.2 Intellectual property will not be developed under this Contract, as such there is no provision for Intellectual property.

6.1 PERFORMANCE MEASURES:

6.1.1 Performance measures are based on the quality and timeliness of the deliverables as determined solely by FDVA, and will be evaluated and reported on a monthly and quarterly basis.

7.1 FINANCIAL CONSEQUENCES:

7.1.1 Pursuant to Section 287.058(1)(h), Florida Statutes, in the event of delay in the provision of required services, not subject to unavoidable delays, FDVA must recover its actual costs which it estimates at this time to be in the amount of **\$65.75** per calendar day (per each impacted SVNH), for each calendar day the Contractor has failed to provide the required services in accordance with the Agreement. FDVA reserves the right to increase this amount if the actual financial consequences to FDVA caused by Contractor's delay are higher. Deductions must be made from monies due or which may be due to the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor. Contractor shall submit written notice requesting extension of time to FDVA Contract Manager for determination. FDVA, at its sole discretion, may approve extensions of the project completion date if delay is attributable to circumstances that are beyond the control of the Contractor. If FDVA approves extension of time, an amendment must be used to incorporate the extension in the executed Agreement.

7.1.2 Contractor shall be solely responsible for the correction of all applicable deficiencies, tags, and citations; and will be liable for payment of any monetary fine, or reimbursement of per diem lost, if such fine or per diem lost is the result of any deficiency that is found by a licensure or certification entity and that is solely attributable to the Contractor.

8.1 INSURANCE REQUIREMENTS:

8.1.1 Within fifteen (15) business days, from date of fully executed agreement, Contractor must obtain the below specified insurance coverage and provide certificate of insurance to FDVA Contract Manager. FDVA acceptance of Contractor's certificate of insurance shall not be construed as relieving Contractor from liability or obligation assumed under the Agreement or as imposed by law.

8.1.2 Insurer must be authorized to do business in and be eligible to write policies in the State of Florida, as well as maintain a minimum rating of "A" as assigned by AM Best. Certificate of insurance will specify that coverage is not subject to cancellation, non-renewal, material change, or reduction unless thirty (30) calendar days' notice is given to FDVA. Certificate of insurance shall include the license and registration numbers of the Florida resident agent, as well as list FDVA as additionally insured (excluding worker's compensation insurance). Contractor insurance coverages shall include the following:

Commercial General Liability Requirements:

- Premises Operations.
- Produces and Completed Operations.
- Blanket Contractual Liability.
- Personal Injury Liability.
- Expanded Definition of Property Damage.
- Professional Liability.
- Minimum limits shall be \$1,000,000.00, each occurrence, combined single limit.

Excess Liability:

- Umbrella form.
- Minimum limits shall be \$1,000,000.00 each occurrence, combined single limit.

Workers Compensation:

- Workers compensation insurance for all Contractor employees connected to this Agreement.
- Limits sufficient to meet Chapter 440, Florida Statutes.
- If Contractor has been approved by the State of Florida's Department of Labor as an authorized self-insurer (self-insurance fund) for Workers' Compensation, FDVA shall recognize and honor such status. Contractor shall be required to submit to FDVA Contract Manager a letter of authorization issued by the State of Florida's Department of Labor, certificate of insurance providing details on Contractor's excess insurance program, and Contractor's financial statements.

Vehicle Liability Insurance:

- Liability coverage to include any auto, all owned autos, non-owned autos, hired autos, and scheduled autos.
- Minimum limits shall be at \$1,000,000, each occurrence, combined single limit.
- If split limits are given, minimum limits shall be \$500,000 per person; \$1,000,000 per occurrence; \$500,000 property damage.

8.1.3 Contractor failure to provide insurance coverage, as specified above, shall prevent commencement of all work until Contractor provides satisfactory evidence of insurance coverage to FDVA Contract Manager or may result in termination of Agreement. Further, Contractor failure to maintain insurance coverage for the life of the Agreement shall result in suspension of all work until such insurance coverage has been reinstated or replaced, and satisfactory evidence of insurance coverage has been provided to FDVA Contract Manager or may result in termination of Agreement. Additionally, Contractor failure to obtain, provide satisfactory evidence of, and maintain insurance coverages shall not extend deadlines and FDVA shall impose financial consequences as if work had commenced as scheduled or not been suspended.

9.1 PERFORMANCE AND PAYMENT BOND:

9.1.1 Within fifteen (15) business days, from date of fully executed agreement, Contractor must obtain the below specified performance and payment bond and provide FDVA Contract Manager with original bond and power of attorney (for the attorney providing the bond); as well as a certified copy of the recorded bond (Pinellas County), including properly executed and recorded power of attorney (for the attorney providing the bond). **Note:** See ITB solicitation affixed Form "7" Performance and Payment Bond (draft; State of Florida/FDVA approved language).

9.1.2 Annual bond requirement will remain in effect for the life of the Agreement and be from a surety company which:

- Is at minimum rated "A –" (excellent) and Class "IV" (financial size category), as reported in the most current Best Key Rating Guide, published by A.M. Best Company, with the required amount not to exceed ten (10) percent of its surplus to policyholder;
- Holds a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, Office of Insurance Regulation, authorizing it to write surety bonds in the State of Florida;
- Holds a Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code;
- Is fully compliant with the provisions of the State of Florida Insurance Code; and
- Has at least twice the minimum surplus and capital required by the State of Florida Insurance Code at the time the subject solicitation was issued.

- Bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bond in behalf of the surety company had the authority to do so on the date of the bond. Further, bond shall state in its front page:
 - Contractor's name, principle business address, and phone number;
 - Surety company name;
 - FDVA's full name (Florida Department of Veterans' Affairs), as beneficiary;
 - Agreement number as assigned by FDVA;
 - General description of the required commodity or project; and
 - Reflect annual bond amount equal to **\$TBD** (for each Agreement year).

9.1.3 Contractor failure to provide bond, as specified above, will prevent commencement of all work until Contractor provides satisfactory evidence of bond to FDVA Contract Manager or may result in termination of Agreement. Further, Contractor failure to maintain bond for the life of the Agreement will result in suspension of all work until such bond has been reinstated or replaced, and satisfactory evidence of bond has been provided to FDVA Contract Manager or may result in termination of Agreement. Additionally, Contractor failure to obtain, provide satisfactory evidence of, and maintain bond will not extend deadlines and FDVA will impose financial consequences as if work had commenced as scheduled or not been suspended.

9.1.4 Bond will provide that the surety company pay losses suffered by FDVA directly to FDVA, including losses for material breaches based on violations of Florida public records law through failure to produce public records or improper disclosure of confidential or exempt structural documents as described in the Agreement. In the event of termination of the Agreement prior to full performance, Contractor agrees that FDVA damages shall be considered to be for the full amount of the bond. FDVA need not prove the damage amount in exercising its right of recourse against the bond.

9.1.5 In the event of material change or cancellation of the bond, Contractor must provide a substitute bond naming FDVA as the payee to FDVA Contract Manager within five (5) business days thereafter. If the surety company for any bond provided by Contractor is declared bankrupt, becomes insolvent, has its right to do business in the State of Florida terminated, or ceases to meet the requirements imposed by the Agreement, the Contractor shall provide a substitute bond within five (5) business days thereafter to the FDVA Contract Manager. Both the substitute surety company and bond shall be subject FDVA's sole approval.

10.1 APPLICABLE LEGAL STANDARDS:

10.1.1 Contractor shall comply with all local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction that, in any manner, could bear on the provision of services under the Contract Documents.

10.1.2 As between the parties, Contractor shall obtain and maintain at its own expense all licenses, permits, approvals, and regulatory authority required by law with respect to Contractor's operation and provision of services as contemplated in the Contract Documents, and FDVA shall obtain and maintain at its own expense all licenses, permits, approvals, and regulatory authority required by law with respect to FDVA's use of the services contemplated in the Contract Documents. Unless specified otherwise in the Contract Documents, each party will give all notices, pay all fees, and comply with all local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction relating to its performance obligations specified in this Agreement.

10.1.3 If the Contractor provides services in a manner that it knows is contrary to any local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction, or that the Contractor should have known was contrary to the same, the Contractor shall assume full responsibility for such services and shall bear all attributable costs.

10.1.4 Contractor must comply with Section 287.135, Florida Statutes, regarding listed Scrutinized Companies. Contractor should consult with legal counsel to ensure compliance.

11.1 NOTICES:

11.1.1 All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by FDVA. Notices to the Contractor shall be delivered to the person

who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

12.1 MODIFICATION:

12.1.1 The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between FDVA and the Contractor. The Contract may only be modified or amended upon mutual written agreement of FDVA and the Contractor. No oral agreements or representations shall be valid or binding upon FDVA or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against FDVA. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. FDVA's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

13.1 SUCCESSORS AND ASSIGNS:

13.1.1 The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of FDVA; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless FDVA expressly waives such secondary liability. FDVA may assign the Contract with prior written notice to Contractor of its intent to do so.

14.1 RIGHT TO INSPECT and AUDIT:

14.1.1 Right to Inspect and Audit: In accordance with Article I, Section 24, Florida State Constitution and Chapter 119, Florida Statutes, FDVA, its duly authorized representatives, federal and state auditors, and other persons shall have the right to inspect and audit any facilities, commodities, services, materials, records, papers, documents, drawings, books, and electronic storage media of Contractor and subcontractor(s) which FDVA and its duly authorized representatives deem relevant to the purposes of this Agreement.

- All information requested to be delivered, for purposes of inspection and audit, shall be furnished to FDVA and its duly authorized representatives within three (3) business days from date of FDVA provision of notice.
- At its sole discretion, without notice, FDVA and its duly authorized representatives may conduct audits at any location during normal business days and hours.
- If an audit has been initiated and audit findings have not been resolved, the information shall be retained until resolution of the audit findings.
- The rights of access must not be limited to the required retention periods but shall be provided for as long as the records are retained and deemed relevant to the Agreement by FDVA and its duly authorized representatives.
- Under the Agreement, Contractor shall be solely responsible for all storage, maintenance, preparation, duplication, transfer, delivery, and disposal; as well as any associated costs or fees.
- Contractor's failure to provide retention of and access to the above detailed, as well as any violation of Chapter 119, Florida Statutes will be sufficient grounds for immediate termination of the Agreement. Further, under Florida law, noncompliance remedies may include criminal prosecution and civil actions.

14.1.2 Inspector General: Pursuant to Section 20.055(5), Florida Statutes, every state officer, employee, agency, special district, board, commission, contractor and subcontractor corporation, partnership, or person must understand, cooperate, and comply with the inspector general in any investigation, audit, inspection, review, or hearing.

14.1.3 Chief Financial Officer: Pursuant to Section 287.136, Florida Statutes, after execution of a contract, the Chief Financial Officer shall perform audits of the executed contract document and contract manager's records to ensure that adequate internal controls are in place for complying with the terms and conditions of the contract and for the validation and receipt of goods and services.

15.1 PUBLIC RECORDS:

15.1.1 Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. All responses to a competitive solicitation are public records unless exempt by law.

15.1.2 In accordance with Florida Statute 215.985, the State of Florida Department of Financial Services (DFS) has implemented the web-based Florida Accountability Contract Tracking System (FACTS). All State of Florida contracts are considered public records and shall be published to FACTS for public access. Published records include but are not limited to contract document images, financial information, and audit findings. Online public access is available via "<https://facts.fldfs.com>."

15.1.3 Any respondent claiming that its response to a competitive solicitation contains information that is exempt from the public records law such as a "trade secret," shall clearly segregate and mark that information, and provide the specific statutory authority for such exemption. If under contract, it is expressly understood that a Contractor's refusal to comply with this provision shall constitute a breach of contract.

15.1.4 Pursuant to the provisions of Section 119.0701, Florida Statutes, Contractor shall:

- Keep and maintain public records required by the public agency to perform the services. All records shall be retained, whether in paper, electronic, or digital, or any other format, in accordance with the requirements of State of Florida General Records Schedules GS1-SL for State and Local Government Agencies and GS4 for Public Hospitals, Health Care Facilities, and Medical Vendors.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided for under Florida's public records law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- Notwithstanding these provisions, a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. Therefore, if the contractor receives a request to inspect or copy public records, the Contractor shall immediately contact the agency's Custodian of Public Records for disposition.
- Contractor's failure to provide retention of and access to public records, as well as any violation of Chapter 119, Florida Statutes will be sufficient grounds for immediate termination of the Agreement. Further, under Florida law, noncompliance remedies may include criminal prosecution and civil actions.

15.1.5 Pursuant to Section 119.0701, Florida Statutes, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FLORIDA DEPARTMENT OF VETERANS' AFFAIRS, CUSTODIAN OF PUBLIC RECORDS, 11351 ULMERTON ROAD, SUITE 311-K, LARGO, FL 33778-1630, PHONE NUMBER: (727) 518-3202, EXTENSION NUMBER 5594, E-MAIL ADDRESS: PUBLICRECORDSREQUEST@FDVA.STATE.FL.US.**

16.1 CLOSING:

16.1.1 In the event any portion of the Contract Documents shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable and the Contract Documents shall be treated as though that portion had never been part of the Contract Documents.

16.1.2 The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

16.1.3 Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

16.1.4 Contractor understands and agrees it shall be bound by all the terms and conditions of this Agreement, as well as such terms and conditions set forth in Invitation to Bid (ITB) No. FDVA-ITB-20-003B and any issued addendum.

16.1.5 This Agreement shall be governed by the laws of the State of Florida, and the parties stipulate any matter, action or proceeding, which is the subject of this Contract, shall be held in the State courts of Leon County, Florida or the U.S. District Court for the Northern District of Florida, Tallahassee Division, located in Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on _____, 2019.

Contractor:

Signature: _____

Print Name: _____

Title: _____

Date: _____

State of Florida Department of Veterans' Affairs:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Contractor Corporate Secretary Attestation:

Signature: _____

Print Name: _____

Title: _____

Date: _____

As approved to form and legality by:

Signature: _____

Print Name: _____

Title: _____

Date: _____

SECTION "V"
FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
BUSINESS ASSOCIATE AND CONFIDENTIALITY AGREEMENT ("DRAFT")
IN COMPLIANCE WITH THE
HIPAA PRIVACY AND SECURITY RULE AND HITECH ACT.

THE PARTIES TO THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") are _____ ("Business Associate"), a "State of _____", "i.e. Inc. LLC, etc." authorized to do business in the State of Florida with the business address of _____ and the Federal Tax Identification Number of [_____] and the Florida Department of Veterans' Affairs ("FDVA" or "Agency"), an executive department of the State of Florida with the business address of 11351 Ulmerton Road, Suite 311-K, Largo, Florida 33778-1630. (Each at times referred to as a "party" and collectively as "parties"). The parties have entered into on this ___ day of _____, 2019 (the "Effective Date") this Agreement for the purpose of establishing the permitted and required uses and disclosures of Protected Health Information by the Business Associate in compliance with the Business Associate contract regulations, as amended in 2013, at 45 Code of Federal Regulations ("CFR") 164.314(a), 45 CFR 164.502(e) and 164.504(e) issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the "Security Rule", and the "Privacy Rule" codified at 45 CFR Part 164, Subparts A, C and E, the Health Information Technology For Economic and Clinical Health Act (the "HITECH Act", as enacted in Pub. L. No. 111-05 H.R. 1, 111th Cong. (2009), Title XIII) as codified at 42 USC 17931, as well as those certain confidentiality requirements of the Florida Statutes cited below. Business Associate will be providing a certain software as a service/SaaS more particularly described in the FDVA Web-Hosted Pharmacy System Agreement No. FDVA-ITB-20-003B. The Business Associate understands and agrees that this Agreement is the companion to and incorporated by reference into the Web-Hosted Pharmacy System Agreement. The Business Associate also understands and agrees that should any conflict arise relating to the terms and conditions of this Agreement and those of the Web-Hosted Pharmacy System Agreement that the terms of this Agreement shall be controlling in all circumstances, including but not limited to, conflicts regarding financial damages or losses suffered by the Agency as the result of a Security Incident or the improper disclosure of Protected Health Information caused by the Business Associate.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.402, and 164.501, as amended.

(a) "Agency" means the Florida Department of Veterans' Affairs, an executive department of the State of Florida.

(b) "Breach" has the same meaning as the term "breach" as defined in 45 CFR 164.402.

(c) "Business Associate" means _____, i.e. Inc./LLC, the FDVA contractor, as defined in 45 CFR 160.103.

(d) "Covered Entity" as defined in 45 CFR 160.103 means the Florida Department of Veterans' Affairs.

(e) "Individual" has the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(f) "Parties" mean collectively the Agency, FDVA, and the Business Associate, _____, i.e. Inc./LLC, A **"party"** means either the Agency or the Business Associate.

(g) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended.

(h) "Protected Health Information" or "PHI" as defined in HIPAA at 45 CFR 160.103, means and is limited to the information received from, or created, maintained or transmitted by Business Associate on behalf of, Covered Entity.

(i) "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

(j) "Security Incident" as defined in 45 CFR 164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. It also means any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed, or made inaccessible by an unauthorized activity. See, National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," for detailed explanation.

(k) "Security Rule" means the security standards of 45 CFR Parts 160 and 164, Subparts A and C, as amended.

Part I – Privacy Provisions

2.0 Business Associate Obligations, Activities, and Warrants.

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement, and as required by applicable Federal or State of Florida laws nor intimidate or retaliate against any person as provided in 45 CFR 160.310 who reports such disclosure violations.

(b) Business Associate agrees to use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent Use or Disclosure of PHI other than as provided for in this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to it of the use or disclosure by Business Associate of Protected Health Information in violation of the requirements of this Agreement and applicable Federal and State of Florida laws and regulations.

(d) Business Associate agrees to report pursuant to 45 CFR 410 to FDVA any use or disclosure of Protected Health Information not provided for by this Agreement in accordance with Section 9 below.

(e) Business Associate agrees that any Subcontractor to whom it provides Protected Health Information shall agree also to the same or similar (provided that such similar restrictions meet the minimum requirements imposed by the Privacy Rule and Security Rule) restrictions and conditions with respect to such information that apply to the Business Associate through this Agreement as provided in 45 CFR 164.314.

(f) Business Associate agrees to provide upon request prompt access to Protected Health Information in a Designated Record Set, to the FDVA or, if directed by FDVA, directly to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make promptly any amendment(s) to Protected Health Information in a Designated Record Set that the FDVA directs or agrees to at the request of an Individual pursuant to 45 CFR 164.526. If any amendment will affect the Business Associate's permitted or required Uses or Disclosures, FDVA shall provide the Business Associate with any changes in, or revocations of, any permission or authorization by an Individual to Use or Disclose PHI as well as any restrictions on the Use or Disclosure of PHI that FDVA has agreed to in accordance with 45 CFR 164.522.

(h) Business Associate agrees for purposes of the Secretary determining the FDVA's compliance with the Privacy Rule to make its internal practices, books, and records, including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information available to the Secretary in a time and manner designated by the Secretary. Business Associate will notify FDVA if it receives such a request from the Secretary and, if requested by FDVA, provide FDVA with copies of the materials provided to the Secretary.

(i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as required for the FDVA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to the FDVA the accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 in a prompt and reasonable manner consistent with the HIPAA regulations.

(k) Business Associate will comply and will cause its Subcontractors to comply with all applicable requirements of the Electronic Data Interchange (EDI) Standards if, under the terms of this Agreement, Business Associate conducts all or part of any Transaction under the Electronic Transactions and Code Sets Standards at 45 CFR Part 162.

(l) Business Associate agrees to determine the minimum necessary type and amount of PHI required under this Agreement to perform its services in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the "Security Rule", and the "Privacy Rule."

(m) Business Associate warrants in addition to all other duties, activities, and obligations provided in this Section that in carrying out such duties, activities, and obligations it shall:

1. Comply with "standard industry practices" relating information security.
2. Comply with State of Florida and FDVA's privacy regulations and policies in accessing, using, disclosing, and intentionally releasing Protected Health Information.
3. Not send Protected Health Information to offshore subcontractors of any type or kind for any purpose whatsoever, unless specially authorized in writing to do by the FDVA.

3.0 Business Associate Uses and Disclosures.

(a) Business Associate shall not divulge, disclose, or communicate Protected Health Information to any third party for any purpose not in conformity with this Agreement without prior written approval from the FDVA.

(b) Business Associate may use Protected Health Information to provide Data Aggregation services to FDVA as permitted by 45 CFR 164.504 unless otherwise limited in this Agreement.

(c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502.

(d) Business Associate may use and disclose Protected Health Information as permitted under the Health Information Technology System Agreement to perform its obligations, as required by law, and as otherwise authorized by FDVA. FDVA acknowledges that Business Associate will be subcontracting certain services under the Health Information Technology System Agreement to third parties, and FDVA expressly consents to such subcontracting, subject to Business Associate's compliance with Section 2.0(e).

4.0. FDVA Obligations to Business Associate.

(a) FDVA shall provide Business Associate with the notice of privacy practices that FDVA produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) FDVA shall provide Business Associate with any changes in, or revocation of, authorization by an Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) FDVA shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that FDVA has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 State and Federal Laws Confidentiality.

(a) In addition to the HIPAA privacy requirements described in this Agreement, Business Associate agrees to observe the confidentiality requirements of applicable State of Florida and Federal laws.

(b) Business Associate will safeguard from disclosure all confidential records and information of FDVA, in whatever form, including the copying, recording, or verbally relaying of such confidential information to an unauthorized person.

(c) Given the above, to the extent applicable to Business Associate, Business Associate agrees to observe specially the following State of Florida and Federal law provisions concerning privacy and confidentiality relating to FDVA:

1. Section 400.022(1)(m), Florida Statutes, which requires that nursing home residents' personal and medical records shall be confidential and exempt from disclosure.
2. Section 400.119, Florida Statutes, providing that the incident reports filed with the risk manager and administrator of a long-term care facility (including nursing homes and assisted living facilities), notifications of the occurrence of an adverse incident, and adverse incident reports from the facility are confidential and exempt from disclosure. Additionally, the meetings of an internal risk management and quality assurance committee of the facilities and the records of those meetings are confidential and exempt from disclosure.
3. Section 415.107, Florida Statutes, requiring that all records concerning reports of abuse, neglect, or exploitation of a vulnerable adult, and all records generated as a result of such reports are confidential and exempt from disclosure.
4. Section 429.23(9), Florida Statutes, requiring that the adverse incident reports and preliminary adverse incident reports prepared under the facility internal risk management and quality assurance program are confidential and are not discoverable.
5. Rule 55-1.025(2), Florida Administrative Code, providing that all files, records, reports and other papers and documents pertaining to any claim under any of the laws administered by the United States Department of Veterans Affairs are confidential and are not public records of the State of Florida.
6. 38 USC 5701, mandates that all files, reports and other papers and documents pertaining to any claim of veterans benefits and the names and addresses of present members of the Armed Forces and their dependents are confidential and privileged.
7. 38 CFR 1.500 requiring that files, records, reports and other papers and documents pertaining to any claim filed with the United States Department of Veterans Affairs, whether pending or adjudicated, and the names and addresses of present or former personnel of the Armed Forces and their dependents is confidential and privileged.
8. 42 CFR 431.300-.307 that concern the release of information of Medicaid applicants and recipients.

(d) Business Associate agrees that the confidentiality requirements of this Section herein apply to all of its employees, agents, representatives, and Subcontractors. Business Associate assumes responsibility and shall indemnify and hold the Florida Department of Veterans' Affairs, its agents and employees harmless as provided below from any damages or claims, including state and federal administrative proceedings and sanctions, including costs and attorneys' fees, resulting from breach by Business Associate of the confidentiality requirements under this Section.

6.0 FDVA Permissible Requests.

FDVA shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible if done by the FDVA under HIPAA, the Privacy Rule, the HITECH Act, and any other Federal laws, and the laws of the State of Florida.

7.0 Termination of Agreement.

(a) Termination. The Business Associate may have, upon a breach by it of this Agreement, an opportunity to cure the breach or end the violation within ten (10) business days. If the party does not cure the breach or end the violation within that period, FDVA shall have the right to terminate the Agreement for convenience. If neither termination nor cure is feasible, FDVA shall report the violation to the Secretary. A Notice of Termination shall specify the extent to which performance shall be terminated and the date upon which termination becomes effective.

(b) Effect of Termination. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to FDVA or destroy (and require its Subcontractors to return or destroy) all Protected Health Information maintained by them in any form and shall retain no copies thereof. If Business Associate or its Subcontractors elect to destroy such Protected Health Information, Business Associate shall certify to FDVA in writing when and that such Protected Health Information has been destroyed. If it is not feasible for Business Associate or its Subcontractors to return or destroy any of said Protected Health Information (e.g., Protected Health Information maintained in media archives), Business Associate shall notify FDVA in writing that Business Associate or its Subcontractors have determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination.

(c) Continued Protection. Business Associate further agrees to extend any and all protections, limitations, and restrictions in this Agreement to the use or disclosure of any Protected Health Information retained after the termination and to limit (and require its Subcontractors to limit) any further uses or disclosures by itself or Subcontractors to those purposes that make the return or destruction of Protected Health Information infeasible.

(d) Business Associate Duty. Prior to the termination of this Agreement, the Business Associate shall ensure that pending the destruction or return of the Protected Health Information to the FDVA, protections continue for such information, in accordance with the termination provisions in this Section.

Part II – Security Rule

8.0 Security.

Business Associate and FDVA, the Agency, shall comply with the applicable requirements of the Security Rule, codified at 45 CFR Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), so that the FDVA may meet compliance obligations under HIPAA-AS.

The parties agree to the following:

(a) Security of Electronic Protected Health Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information (as defined in 45 CFR 160.103 that Business Associate creates, receives, maintains, or transmits on behalf of the FDVA, "Electronic Protected Health Information") consistent with the Security Rule.

(b) Reporting Security Incidents. Business Associate will report to the FDVA any Security Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of FDVA's Electronic Protected Health Information; or (2) a successful major (a) modification or destruction of the FDVA's Electronic Protected Health Information or (b) interference with system operations in an information system containing FDVA's Electronic Protected Health Information. Upon the FDVA's request, Business Associate will report any Security Incident of which Business Associate becomes aware that is a successful minor (a) modification or destruction of FDVA's Electronic Protected Health Information or (b) interference with system operations in an information system containing FDVA Electronic Protected Health Information.

(c) Compliance Date. The parties will comply with Sections (a) through (c) of this Section 8 by the later of the (1) the last date set forth in the signature block above or (2) the compliance date of the Security Rule as defined in 45 CFR 160.103.

(d) Security Breach Notification Costs. The Business Associate agrees and understands it shall be responsible for payment of all costs of any type or amount associated with the security breach of Protected Health Information if such a security breach occurs and is the fault of the Business Associate or its Subcontractors. Such costs shall include, but not limited to, those related to fees and penalties, Governmental investigations and enforcement actions, and other legal actions of any type or kind.

Part III - HITECH Reporting Requirements

9.0 HITECH.

In the event of any inconsistency or conflict between Part II above and Part III, the more stringent provision shall apply. **Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions.** Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA"), also known as the Health Information Technology Economic and

Clinical Health Act ("HITECH Act") as codified at 42 USC 17931, requires a Business Associate that contracts with FDVA, the Agency, a HIPAA Covered Entity, to comply with 45 CFR 164.410.

(a) Reporting. As set out below, the Business Associate shall report as provided in 45 CFR 164.410 to the FDVA any use or disclosure of Protected Health Information of which it becomes aware that is not permitted under this Agreement.

(b) Reporting to FDVA. The Business Associate will immediately report to the FDVA, but not later than within ten (10) business days of discovery, any use, or disclosure of Protected Health Information not provided for in this Agreement. The Business Associate will immediately report to the FDVA, but no later than within ten (10) business days of discovery, any Security Incident. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

(c) Reporting to Secretary of Health and Human Services. The Business Associate shall cooperate with the FDVA to provide notice to the Secretary of Health and Human Services of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. If the Breach comprised less than five hundred (500) Individuals, the Business Associate may maintain a log of such a Breach and annually submit this log to the FDVA so that FDVA may satisfy its obligation to notify the Secretary of Health and Human Services documenting such Breaches occurring in the year involved.

(d) Financial Responsibility. If because of a Breach of Unsecured Protected Health Information that is directly attributable to Business Associate's failure to comply with its obligations under this Agreement, FDVA is required to send notices to affected Individuals, and then Business Associate shall reimburse FDVA for all costs of every type or kind incurred by FDVA to provide such notices.

(e) Mitigation. Business Associate shall mitigate, as provided in 45 CFR 164.308, to the extent practicable, any harmful effect known to the Business Associate of the use or disclosure in violation of this Agreement of Protected Health Information. To that end, Business Associate shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of PHI held by the Business Associate and apply appropriate sanctions against Business Associate workforce members who fail to comply with security policies and procedures of the Business Associate.

Part IV General Terms

10.0 Miscellaneous.

(a) Term. The term of the Agreement shall commence on the day written above and shall run concurrently with that certain companion FDVA Health Information Technology System Agreement.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, transactions, the security of Protected Health Information, or other aspects of HIPAA or the HITECH Act or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, propose to amend this Agreement in such manner as necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

(c) Survival. All provisions in this Agreement that expressly or customarily survive the termination or expiration of the Agreement shall continue in effect after the Agreement terminates or expires.

(d) Relationship of Parties. FDVA is not in any way, or for any purpose, a partner or joint venture with, or agent of, the Business Associate in the conduct of this Agreement or for any other purpose.

(e) No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the Privacy Rule or other applicable Federal law.

(g) Venue. Venue of any action or proceedings, which is the subject of this Agreement, shall be the appropriate Federal or State of Florida court in Leon County, Florida.

(h) Assignment. Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the FDVA, which shall be at the sole discretion of FDVA. Notwithstanding the foregoing, Business Associate may transfer this Agreement to any successor entity by merger, sale or consolidation, or by any other corporate form of reorganization, that involves a transference of all or substantially all of its stock (or other ownership interest) or assets. Business Associate shall provide reasonable notice to FDVA. However, in the event of such transfer to a successor entity, Business Associate understands and agrees that FDVA shall retain right to refuse to permit such a transference and to terminate this Agreement for convenience.

(i) Indemnification. Business Associate shall indemnify, defend and hold harmless FDVA, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Business Associate and persons employed or utilized by it in the performance of this Agreement.

Business Associate shall hold harmless the FDVA and the State of Florida for any such financial or other type or kind of loss because of claims caused by the Business Associate, its officers, directors, or agents or other persons employed by or utilized by it. This obligation shall not be limited by, or in any way to, the related FDVA Health Information Technology System Agreement Limitations of Liability provisions, by insurance coverage, or by any provision exclusion or omission from any policy of insurance. The Business Associate agrees to pay on behalf of the FDVA, as well as provide a legal defense for the FDVA, both of which will be done only when requested by the FDVA, for all claims as described in this paragraph. Such payment on the behalf of the FDVA shall be in addition to any and all other legal remedies available to the FDVA and shall not be considered the FDVA's exclusive remedy.

(j) Notices. All notices by either party to the other shall be made in accordance with the terms of this Section and will be deemed delivered: (a) three (3) business days after depositing such notice in the registered or certified mail of the United States of America, postage prepaid; or (b) one (1) business day after deposit with a national overnight courier, in each case to the applicable address set forth below:

For the Agency:

Daniel W. Burgess, Jr.
Executive Director
Florida Department of Veterans' Affairs
11351 Ulmerton Road, Suite 311K
Largo, Florida 33778-1630

For the Business Associate:

(k) Partial Invalidity. If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(l) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits FDVA to comply with the applicable provisions of the Privacy Rule, the Security Rule or the HITECH Act and the applicable statutory confidentiality requirements of the State of Florida.

(m) Additional Services. During the course of this Agreement, other duties may arise that are outside of the scope of duties set-forth herein. Such services will be considered as additional work if required by the FDVA.

(n) Titles. Article titles contained herein are inserted only as a matter of convenience and for reference. Such titles in no way define, limit, or describe the scope or extent of any provision of this Agreement.

(o) Entire Agreement. This writing is the entire contract of the parties. No representations, warranties, inducements, or oral agreements previously made between the parties shall continue unless stated herein.

(p) References. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

(q) Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents might be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Business Associate fails to abide by the provisions of Chapter 119, Florida Statutes, FDVA may, without prejudice to any right or remedy and after giving the Business Associate seven (7) days written notice, during which period it fails to allow access to such documents, terminate this Agreement.

(r) Regulatory References. All references in this Agreement to HIPAA, the HITECH Act, and any section in the Privacy Rule, the Security Rule, or any other regulations mean those sections in effect as of the Effective Date of this Agreement or as later amended.

(s) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of FDVA records or information, Business Associate shall immediately contact the Florida Department of Veterans' Affairs

Office of the General Counsel, (850) 488-4183. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

1. Appear at a deposition to give sworn testimony and may require that certain records be brought to be examined as evidence.
2. Appear at a hearing or trial to give evidence as a witness and may require that certain records be brought to be examined as evidence.
3. Furnish certain records for examination by mail or by hand-delivery.

(t) Audit. Business Associate shall maintain complete records and files of the services provided under this Agreement and such files and records shall be made available to FDVA upon reasonable notice for the purpose of an audit of its operations. FDVA shall have the right to inspect all files relating to the services provided by the Business Associate in the course of this Agreement and for a period of three (3) years thereafter. Business Associate understands and agrees that any such audit shall include confirmation of the compliance by the Business Associate of the terms of this Agreement and applicable law, including HIPPA and HITECH.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Florida Department of Veterans' Affairs:

An executive department of the State of Florida.

Signature: _____

Print Name and Title: _____

Date: _____

Business Associate, _____,

A "State of _____", "i.e. Inc./LLC" authorized to do business in the State of Florida.

Signature: _____

Print Name and Title: _____

Date: _____

Witness Signature: _____

Witness Signature: _____

Approved as to form and legality:

Signature: _____

Print Name and Title: _____

Date: _____

FORM "1"
RESPONDENT'S ACKNOWLEDGMENT

SOLICITATION NO.: FDVA-ITB-20-003B
SOLICITATION TITLE: FDVA WEB-HOSTED PHARMACY SYSTEM
SOLICITATION ISSUED: MONDAY, AUGUST 26, 2019

BID DUE DATE AND TIME: IN ACCORDANCE WITH THE SOLICITATION TIMELINE (SOLICITATION SECTION "I") AND RESPONDENT INSTRUCTIONS (SOLICITATION SECTION "II"), RESPONDENT BIDS MUST BE DELIVERED PRIOR TO 3:00 PM LOCAL TIME, ON TUESDAY, SEPTEMBER 24, 2019. BIDS SHALL NOT BE WITHDRAWN WITHIN SIXTY (60) BUSINESS DAYS AFTER SUCH DATE AND TIME.

DELIVERY OF BID: IN ACCORDANCE WITH THE SOLICITATION TIMELINE (SOLICITATION SECTION "I") AND RESPONDENT INSTRUCTIONS (SOLICITATION SECTION "II"), RESPONDENT BID MUST BE DELIVERED TO: TIM SHAW, CONTRACTING ADMINISTRATOR, FLORIDA DEPARTMENT OF VETERANS AFFAIRS, MARY GRIZZLE STATE OFFICE BUILDING, 11351 ULMERTON ROAD, SUITE 311-K, LARGO, FL 33778-1630.

CONTRACTOR NAME:	
MAILING ADDRESS (PHYSICAL STREET):	PHONE:
CITY / STATE / ZIP CODE:	FAX:
FEDERAL TAX ID NUMBER:	E-MAIL ADDRESS:

FORM	SUBMITTALS CHECKLIST (ALL FORMS BELOW MUST BE INCLUDED WITH RESPONDENT'S RESPONSE)	CHECK OFF BOX
FORM 1	RESPONDENT'S ACKNOWLEDGMENT	
FORM 2	RESPONDENT'S REFERENCES	
FORM 3	ADDENDUM ACKNOWLEDGMENT	
FORM 4	ATTESTATION OF NO CONFLICT	
FORM 5	DRUG-FREE WORKPLACE CERTIFICATION	
FORM 6	NON-COLLUSION AFFIDAVIT	
FORM 7	PERFORMANCE AND PAYMENT BOND	
FORM 8	HIPAA ACKNOWLEDGMENT	
FORM 9	PRICE SCHEDULES (INITIAL & RENEWAL TERMS)	
FORM 10	RESPONDENT'S QUESTIONNAIRE	

BY SIGNING THIS DOCUMENT, I CERTIFY UNDER PENALTY OF PERJURY, THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE RESPONDENT TO THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS EXPRESSED IN THE SUBJECT SOLICITATION, ANY PUBLISHED ADDENDUM, AND THIS BID DOCUMENT. THIS CERTIFICATION IS MADE UNDER THE LAWS OF THE STATE OF FLORIDA.

<u>PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE:</u>	
<u>SIGNATURE OF AUTHORIZED REPRESENTATIVE:</u>	<u>DATE:</u>

FORM "2"
RESPONDENT'S REFERENCES

CONTRACTOR MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

HOW LONG IN PRESENT LOCATION: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

IN THE FOLLOWING BELOW PROVIDED SPACES, CONTRACTOR SHALL LIST ANY NAMES UNDER WHICH IT OPERATED DURING THE PAST FIVE (5) YEARS:

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER TO PROPERLY EVALUATE CONTRACTOR'S RESPONSE TO THIS SOLICITATION. CONTRACTOR MUST PROVIDE FOUR (4) VERIFIABLE CLIENT REFERENCES IN THE ENGAGED INDUSTRY. REFERENCES LISTED MUST BE FOR COMMODITIES OR SERVICES SIMILAR IN NATURE TO THAT REQUIRED BY THIS SOLICITATION.

THE SAME CLIENT MAY NOT BE LISTED FOR MORE THAN ONE (1) REFERENCE AND CONFIDENTIAL CLIENTS SHALL NOT BE INCLUDED. SUBCONTRACTORS LISTED AS REFERENCES WILL NOT BE ACCEPTED. ENTITIES HAVING AN AFFILIATION WITH THE CONTRACTOR (I.E. CURRENTLY PARENT, SUBSIDIARY HAVING COMMON OWNERSHIP, HAVING COMMON DIRECTORS, OFFICERS OR AGENTS OR SHARING PROFITS OR LIABILITIES) WILL NOT BE ACCEPTED AS REFERENCES.

IN THE EVENT THE CONTRACTOR HAS HAD A NAME CHANGE SINCE THE TIME SIMILAR COMMODITIES OR SERVICES WERE PERFORMED FOR A LISTED REFERENCE, THE NAME UNDER WHICH THE CONTRACTOR OPERATED AT THAT TIME MUST ALSO BE PROVIDED ADJACENT TO THE SPACE PROVIDED FOR CONTRACTOR NAME.

REFERENCES SHOULD BE AVAILABLE FOR CONTACT DURING NORMAL BUSINESS HOURS: 8:00 AM TO 5:00 PM LOCAL TIME. FDVA WILL ATTEMPT TO CONTACT EACH REFERENCE TWO (2) TIMES. IN THE EVENT THE REFERENCE CANNOT BE REACHED, FDVA WILL REQUEST CONTRACTOR TO PROVIDE AN ALTERNATE REFERENCE WITHIN ONE (1) BUSINESS DAY. CONTRACTOR FAILURE TO PROVIDE ALTERNATE REFERENCE WITHIN THE REQUIRED TIME MAY RESULT IN THE CONTRACTOR BEING CONSIDERED NON-RESPONSIVE. FDVA WILL NOT ATTEMPT TO CORRECT AGED OR INCORRECTLY SUPPLIED INFORMATION.

ADDITIONALLY, FDVA RESERVES THE RIGHT TO CONTACT CLIENTS OTHER THAN THOSE IDENTIFIED BY THE CONTRACTOR IN ORDER TO OBTAIN ADDITIONAL INFORMATION REGARDING CONTRACTOR PAST PERFORMANCE. ANY INFORMATION OBTAINED AS A RESULT OF SUCH CONTACT MAY BE USED TO DETERMINE WHETHER OR NOT THE CONTRACTOR IS A "RESPONSIBLE CONTRACTOR", AS DEFINED IN SECTION 287.012 (24), FLORIDA STATUTES.

REFERENCE NUMBER 1:

CONTRACTOR NAME: _____

CLIENT NAME: _____

PHYSICAL STREET ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY CONTRACTOR TO THIS CLIENT:

REFERENCE NUMBER 2:

CONTRACTOR NAME: _____

CLIENT NAME: _____

PHYSICAL STREET ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY CONTRACTOR TO THIS CLIENT:

REFERENCE NUMBER 3:

CONTRACTOR NAME: _____

CLIENT NAME: _____

PHYSICAL STREET ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY CONTRACTOR TO THIS CLIENT:

REFERENCE NUMBER 4:

CONTRACTOR NAME: _____

CLIENT NAME: _____

PHYSICAL STREET ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY CONTRACTOR TO THIS CLIENT:

FORM "3"
ADDENDUM ACKNOWLEDGMENT

CONTRACTOR MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM IF ANY ADDENDUM HAS BEEN PUBLISHED ON THE STATE OF FLORIDA VENDOR BID SYSTEM (VBS).

CONTRACTOR'S FAILURE TO ACKNOWLEDGE BELOW ANY PUBLISHED ADDENDUM, REGARDING SOLICITATION NO. **FDVA-ITB-20-003B**, MAY RESULT IN THE CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

ADDENDUM NO.: _____ DATED: _____ ADDENDUM NO.: _____ DATED: _____

ADDENDUM NO.: _____ DATED: _____ ADDENDUM NO.: _____ DATED: _____

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE CONTRACTOR, I ACKNOWLEDGE RECEIPT OF THE ISSUED ADDENDUM TO THIS SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

FORM "4"
ATTESTATION OF NO CONFLICT

CONTRACTOR MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

ALL CONTRACTOR PERSONNEL, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND THEIR EMPLOYEES, AND ALL OTHER PERSONS THAT TOOK PART IN THE PROCUREMENT PROCESS ARE REQUIRED TO DISCLOSE IF THEY HAVE ANY CONFLICT OF INTEREST REGARDING SOLICITATION NO. **FDVA-ITB-20-003B**.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGMENT: EACH UNDERSIGNED INDIVIDUAL HEREBY ATTESTS THAT THEY TOOK PART IN THE PROCUREMENT PROCESS FOR THE ABOVE SPECIFIED SOLICITATION AND THAT THEY HAVE NO CONFLICT OF INTEREST.

1. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

2. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

3. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

4. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

5. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

6. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

7. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

FORM "5"
DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

SECTION 287.087, FLORIDA STATUTES, PROVIDES THAT WHERE IDENTICAL (TIE) RESPONSES ARE RECEIVED, PREFERENCE SHALL BE GIVEN TO A RESPONSE RECEIVED FROM A RESPONDENT THAT CERTIFIES IT HAS IMPLEMENTED A DRUG-FREE WORKFORCE PROGRAM. PLEASE REVIEW THE BELOW, SIGN, AND RETURN THIS FORM TO CERTIFY RESPONDENT'S IMPLEMENTATION OF A DRUG-FREE WORKPLACE PROGRAM AS FOLLOWS:

1. PUBLISH A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN THE WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATION OF SUCH PROHIBITION.
2. INFORM EMPLOYEES ABOUT THE DANGERS OF DRUG ABUSE IN THE WORKPLACE, THE COMPANY'S POLICY OF MAINTAINING A DRUG-FREE WORKPLACE, ANY AVAILABLE DRUG COUNSELING, REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAMS AND THE PENALTIES THAT MAY BE IMPOSED UPON EMPLOYEES FOR DRUG ABUSE VIOLATIONS.
3. GIVE EACH EMPLOYEE ENGAGED IN PROVIDING THE GOODS OR SERVICES REQUIRED IN THIS SOLICITATION A COPY OF THE STATEMENT SPECIFIED ABOVE IN SECTION 1.
4. IN THE STATEMENT SPECIFIED ABOVE IN SECTION 1, NOTIFY EMPLOYEE(S) AS A CONDITION OF PROVIDING THE GOODS OR SERVICES REQUIRED IN THIS SOLICITATION, THAT EMPLOYEE(S) WILL ABIDE BY THE TERMS OF THE STATEMENT AND WILL NOTIFY COMPANY OF ANY CONVICTION OF, OR PLEA OF GUILTY OR NOLO CONTENDERE TO, ANY VIOLATION OF CHAPTER 893 OR OF ANY CONTROLLED SUBSTANCE LAW OF THE UNITED STATES AND ANY STATE, FOR A VIOLATION OCCURING IN THE WORKPLACE NO LATER THAN FIVE (5) CALENDAR DAYS AFTER SUCH CONVICTION.
5. IMPOSE A SANCTION ON, OR REQUIRE THE SATISFACTORY PARTICIPATION IN A DRUG ABUSE ASSISTANCE OR REHABILITATION PROGRAM IF SUCH IS AVAILABLE IN THE EMPLOYEE'S COMMUNITY BY ANY EMPLOYEE WHO IS SO CONVICTED.
6. MAKE A GOOD FAITH EFFORT TO CONTINUE TO MAINTAIN A DRUG-FREE WORKPLACE THROUGH IMPLEMENTATION OF A DRUG-FREE WORKPLACE PROGRAM.

ACKNOWLEDGMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE CONTRACTOR, I CERTIFY THAT THIS COMPANY FULLY COMPLIES WITH THE ABOVE REQUIREMENTS. I FURTHER UNDERSTAND THAT THE SUBMISSION OF A FALSE CERTIFICATION MAY RESULT IN TERMINATION OF THE AGREEMENT, AND SUBJECT THE CONTRACTOR TO CIVIL PENALTIES, ATTORNEY'S FEE'S AND COSTS, PURSUANT TO FLORIDA LAW.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

FORM "6"
NON-COLLUSION AFFIDAVIT

CONTRACTOR MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

STATE OF _____ COUNTY OF _____

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

I STATE THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT ON BEHALF OF THE CONTRACTOR, AND ITS OWNER, DIRECTORS, AND OFFICERS. I AM THE PERSON RESPONSIBLE IN MY FIRM FOR THE PRICE(S) AND THE AMOUNT(S) OF THIS RESPONSE AND THE PREPARATION OF THE RESPONSE TO SOLICITATION NO. **FDVA-ITB-20-003B**. I STATE THAT:

1. THE PRICE(S) AND AMOUNT(S) OF THIS RESPONSE HAVE BEEN ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER FIRM OR PERSON.

2. NEITHER THE PRICE(S) NOR THE AMOUNT(S) OF THIS RESPONSE, AND NEITHER THE APPROXIMATE PRICE(S) NOR APPROXIMATE AMOUNT(S) OF THIS RESPONSE, HAVE BEEN DISCLOSED TO ANY OTHER FIRM OR PERSON AND THEY WILL NOT BE DISCLOSED BEFORE RESPONSE OPENING.

3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE TO INDUCE ANY OTHER FIRM OR PERSON TO REFRAIN FROM SUBMITTING A RESPONSE FOR THIS SOLICITATION, OR TO SUBMIT A PRICE(S) HIGHER THAT THE PRICE(S) IN THIS RESPONSE, OR TO SUBMIT ANY INTENTIONALLY HIGH OR NONCOMPETITIVE PRICE(S) OR OTHER FORM OF COMPLEMENTARY RESPONSE.

4. THE RESPONSE IS MADE IN GOOD FAITH AND NOT PURSUANT TO ANY AGREEMENT OR DISCUSSION WITH, OR INDUCEMENT FROM, ANY OTHER FIRM OR PERSON TO SUBMIT A COMPLEMENTARY OR OTHER NONCOMPETITIVE RESPONSE.

5. THE NAMED CONTRACTOR, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTOR, AND EMPLOYEES ARE NOT CURRENTLY UNDER INVESTIGATION, BY ANY GOVERNMENTAL AGENCY AND HAVE NOT IN THE LAST THREE YEARS BEEN CONVICTED OR FOUND LIABLE FOR ANY ACT PROHIBITED BY STATE OR FEDERAL LAW IN ANY JURISDICTION, INVOLVING CONSPIRACY OR COLLUSION WITH RESPECT TO SUBMITTING A RESPONSE ON ANY PUBLIC CONTRACT.

I STATE THAT I, AND THE NAMED CONTRACTOR, UNDERSTAND AND ACKNOWLEDGE THAT THE ABOVE REPRESENTATIONS ARE MATERIAL AND IMPORTANT, AND WILL BE RELIED ON BY THE STATE OF FLORIDA FOR WHICH THIS RESPONSE IS SUBMITTED. I UNDERSTAND AND MY FIRM UNDERSTANDS ANY MISSTATEMENT IN THIS AFFIDAVIT IS AND SHALL BE TREATED AS FRAUDULENT CONCEALMENT FROM THE STATE OF FLORIDA OF THE TRUE FACTS RELATING TO THE SUBMISSION OF RESPONSE FOR THE AGREEMENT.

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 2019.

SIGNATURE OF NOTARY

STATE OF _____

PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC _____

PERSONALLY KNOWN OR PRODUCED IDENTIFICATION: _____

TYPE OF IDENTIFICATION PRODUCED: _____

**FORM "7"
PERFORMANCE AND PAYMENT BOND ("DRAFT")**

PERFORMANCE AND PAYMENT BOND

(Statutory Bond for Performance and Payment pursuant to Section 255.05, Florida Statutes)

BOND NO. (Enter Bond Number)

BY THIS BOND, We, _____, a state of _____ Corporation/Limited Liability Company established and operating under the laws of _____, FEIN _____, with its principal business location at _____, (Telephone No. _____) as Principal and _____, a state of _____ corporation, as Surety, are bound to the **State of Florida**, Owner, and **Department of Veterans' Affairs** ("FDVA"), as State of Florida's Contracting Public Entity, with an address at 11351 Ulmerton Road, Suite 311-K, Largo, Florida 33778-1630, in the sum of _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally in connection with the performance of the Agreement No. **FDVA-ITB-20-003B**, dated _____, 2019, and titled "FDVA Web-Hosted Pharmacy Sysytem" under which Principal shall fully provide a secure web-hosted pharmacy system (SaaS/software as a service), utilizing the newest technologies, which will serve each of FDVA's six (6) existing state veterans' nursing homes in-house pharmacies; as well as the in-house pharmacies of two (2) additional new state veterans' nursing homes which are currently under remodeling-retrofitting/construction (located in Orlando and Tradition, FL). Further, Pricipal must also fully provide data conversion and migration, as well as subsequent training, monthly system access subscription, technical support, and system maintenance, to achieve the requirements of Agreement:

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement No. **FDVA-ITB-20-003B**, dated _____, 2019, including amendments thereto, if any, between Principal and Owner for the installation of "FDVA Web-Hosted Pharmacy Sysytem" as described above, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner any and all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. This instrument shall be construed in all respects as a statutory law bond of the State of Florida, pursuant to Section 255.05, Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

BOND NO. _____

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: _____

ATTEST:

Signature

Signature

Corporate / Print Name and Title

Corporate Secretary

WITNESSES:

SURETY: _____

ATTEST:

Attorney-in-Fact (Signature)

Signature

Print Name

Corporate Secretary

Name and Address of Registered Agent:

WITNESSES:

Telephone No: _____

STATE OF _____; **COUNTY OF** _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond.

Signature of Affiant: _____

Sworn to / affirmed and subscribed before me this ____ day of _____, 2019, by

_____, who is personally known to me, or who has produced

_____ as identification.

_____ (Signature)

NOTARY PUBLIC, STATE OF _____

(Seal)

Print Name: _____

Commission Expires: _____

Commission No. _____

FORM "8"
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

IN ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), AS AMENDED, BETWEEN CONTRACTOR AND FLORIDA DEPARTMENT OF VETERANS' AFFAIRS (FDVA), ESTABLISHES THE PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION (PHI) BY CONTRACTOR. THIS AGREEMENT MAY NOT AUTHORIZE CONTRACTOR TO FURTHER USE OR DISCLOSE HEALTH INFORMATION OBTAINED FROM FDVA, EXCEPT THAT IT MAY PERMIT CONTRACTOR TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION BY THE CONTRACTOR, AND COLLECT DATA RELATING TO FDVA OPERATIONS. THE CONTRACTOR SHALL:

1. NOT USE OR FURTHER DISCLOSE PROTECTED HEALTH INFORMATION (PHI) OTHER THAN AS PERMITTED OR REQUIRED BY THE AGREEMENT OR AS REQUIRED BY LAW.
2. USE APPROPRIATE SAFEGUARDS TO PREVENT USE OR DISCLOSURE OF THE INFORMATION OTHER THAN AS PROVIDED FOR BY THE AGREEMENT.
3. REPORT TO FDVA ANY USE OR DISCLOSURE OF PHI, NOT PERMITTED BY THE AGREEMENT, OF WHICH THE CONTRACTOR BECOMES AWARE.
4. ENSURE THAT ANY CONTRACTOR PERSONNEL, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND THEIR EMPLOYEES, AND ALL OTHER PERSONS PERFORMING SERVICES IN PERFORMANCE OF THE AGREEMENT, TO WHOM IT PROVIDES PHI, AGREES TO THE SAME RESTRICTIONS AND CONDITIONS THAT APPLY TO CONTRACTOR UNDER THE AGREEMENT.
5. MAKE PHI AVAILABLE TO THE VETERAN.
6. MAKE PHI AVAILABLE FOR AMENDMENT AND INCORPORATE ANY AMENDMENTS.
7. MAKE AVAILABLE THE INFORMATION REQUIRED TO PROVIDE AN ACCOUNTING OF DISCLOSURES.
8. MAKE AVAILABLE TO FDVA AND THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS) ITS INTERNAL PRACTICES, BOOKS, AND RECORDS RELATING TO THE USE AND DISCLOSURE OF PHI FOR THE PURPOSE OF DETERMINING COMPLIANCE AS REQUIRED BY LAW.
9. AT TERMINATION OF THE AGREEMENT, AS DIRECTED BY FDVA, RETURN OR PERMANENTLY DELETE ALL PHI THAT THE CONTRACTOR STILL MAINTAINS IN ANY FORM, AND KEEP NO COPIES THEREOF. IF NOT FEASIBLE, CONTRACTOR WILL CONTINUE TO PROTECT THE INFORMATION AS REQUIRED BY LAW.
10. ACKNOWLEDGE THAT, IF FDVA DETERMINES CONTRACTOR HAS VIOLATED A MATERIAL TERM OF THE AGREEMENT, FDVA MAY TERMINATE THE AGREEMENT AND SEEK TO IMPOSE FINANCIAL CONSEQUENCES INCLUDING PAYMENT OF DAMAGES AND COSTS, IF ANY.

ACKNOWLEDGMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE CONTRACTOR, I CERTIFY THAT THIS FIRM SHALL FULLY COMPLY WITH ALL OF THE ABOVE REQUIREMENTS AND THOSE OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), AND FURTHER UNDERSTANDS THAT ANY VIOLATION OF REQUIREMENTS SHALL RESULT IN TERMINATION OF THE AGREEMENT AND ALL REMEDIES PROVIDED BY LAW SHALL BECOME AVAILABLE TO FDVA.

FIRM'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

FORM "9"
AGREEMENT "INITIAL TERM" PRICE SCHEDULE

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

INITIAL CONTRACT TERM PRICING (YEARS 1, 2, AND 3) SHALL BE INCLUSIVE OF ALL REQUIREMENTS AS STATED IN THIS SOLICITATION AND ANY ADDENDUM ISSUED PRIOR TO RESPONSE OPENING DUE DATE AND TIME AS SPECIFIED IN THE TIMELINE.

"INITIAL CONTRACT TERM (YEARS 1, 2, AND 3)"

<u>CLIN#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
001	<u>Year 1 - System Installation, Data Conversion and Migration, Implementation, and Training (Fully Operational Prior to December 31, 2019).</u>	1	Lump Sum	\$ _____

<u>CLIN#</u>	<u>DESCRIPTION</u>	<u>MONTHLY PRICE PER USER</u>	<u>NUMBER OF MONTHS</u>	<u>APPROXIMATE NUMBER OF USERS</u>	<u>TOTAL ANNUAL AMOUNT</u>
002	<u>Year 1 - Monthly System Access Subscription, Technical Support, Maintenance, and Training.</u>	\$ _____	12	20	\$ _____
003	<u>Year 2 - Monthly System Access Subscription, Technical Support, Maintenance, and Training.</u>	\$ _____	12	20	\$ _____
004	<u>Year 3 - Monthly System Access Subscription, Technical Support, Maintenance, and Training.</u>	\$ _____	12	20	\$ _____

	TOTAL AMOUNT FOR INITIAL CONTRACT TERM (CLIN #001 – 004)				\$ _____
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Monthly Price for Users No. 21 and above - If Future Additional Users Are Identified; Inclusive of Monthly System Access Subscription, Technical Support, Maintenance, and Training.	\$ _____
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FIRM'S NAME: _____

 AUTHORIZED SIGNATURE PRINTED NAME TITLE DATE

FORM "9"
AGREEMENT "RENEWAL TERM" PRICE SCHEDULE

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

RENEWAL CONTRACT TERM PRICING (YEARS 4, 5, AND 6) SHALL BE INCLUSIVE OF ALL REQUIREMENTS AS STATED IN THIS SOLICITATION AND ANY ADDENDUM ISSUED PRIOR TO RESPONSE OPENING DUE DATE AND TIME AS SPECIFIED IN THE TIMELINE.

"RENEWAL CONTRACT TERM (YEARS 4, 5, AND 6)"

<u>CLIN#</u>	<u>DESCRIPTION</u>	<u>MONTHLY PRICE PER USER</u>	<u>NUMBER OF MONTHS</u>	<u>APPROXIMATE NUMBER OF USERS</u>	<u>TOTAL ANNUAL AMOUNT</u>
005	<u>Year 4 - Monthly System Access Subscription, Technical Support, Maintenance, and Training.</u>	\$ _____	12	20	\$ _____
006	<u>Year 5 - Monthly System Access Subscription, Technical Support, Maintenance, and Training.</u>	\$ _____	12	20	\$ _____
007	<u>Year 6 - Monthly System Access Subscription, Technical Support, Maintenance, and Training.</u>	\$ _____	12	20	\$ _____

	TOTAL AMOUNT FOR INITIAL CONTRACT TERM (CLIN #005 – 007)				\$ _____
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<u>Monthly Price for Users No. 21 and above - If Future Additional Users Are Identified; Inclusive of Monthly System Access Subscription, Technical Support, Maintenance, and Training.</u>	\$ _____
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FIRM'S NAME: _____

 AUTHORIZED SIGNATURE PRINTED NAME TITLE DATE

FORM "10"
RESPONDENT'S QUESTIONNAIRE

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

SOLICITATION NO.: FDVA-ITB-20-003B SOLICITATION TITLE: "FDVA WEB-HOSTED PHARMACY SYSTEM"

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

FIRM'S FEDERAL I.D. #: _____ TELEPHONE #: _____

E-MAIL: _____ FAX#: _____

1. IS YOUR FIRM CURRENTLY PRE-QUALIFIED WITH ANY GOVERNMENTAL AGENCY? _____ IF YES, PLEASE LIST AND

DESCRIBE. _____

2. HAS YOUR FIRM, IN THE PREVIOUS FIVE YEARS, BEEN DENIED A CONTRACT AWARD ON WHICH YOU SUBMITTED THE LOW BID IN COMPETITIVE BIDDING, OR BEEN REFUSED PREQUALIFICATION? _____ IF YES, PLEASE LIST AND DESCRIBE. _____

3. IF CORPORATION, ANSWER BELOW.

IF PARTNERSHIP OR SOLE PROPRIETORSHIP, ANSWER BELOW.

DATE OF INCORPORATION: _____

STATE OF ORGANIZATION: _____

IN WHAT STATE: _____

IF PARTNERSHIP, STATE WHETHER PARTNERSHIP IS GENERAL

OR LIMITED ASSOCIATION: _____

NAME OF OFFICERS.

NAME AND ADDRESS OF PARTNERS.

PRESIDENT: _____

VICE PRESIDENT: _____

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

4. A. HOW MANY YEARS HAS YOUR FIRM BEEN IN THE ENGAGED FIELD (WEB-HOSTED SOFTWARE/SYSTEM; SOFTWARE AS A SERVICE/SaaS)? _____
- B. HOW MANY YEARS UNDER YOUR FIRMS PRESENT BUSINESS NAME? _____
- C. HOW MANY YEARS UNDER YOUR FIRMS PREVIOUS BUSINESS NAME? (LIST OTHER NAMES) _____
- _____
- _____

5. SUBSIDIARY OR AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST.

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES:

EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS:

6. NUMBER OF FULL TIME PERSONNEL WITHIN YOUR FIRM:

	CURRENT	MAXIMUM	MINIMUM
A. CLERICAL PERSONNEL	_____	_____	_____
B. ENGINEERS & ARCHITECTS	_____	_____	_____
C. SUPERVISORS, FOREMEN, OR SUPERINTENDENTS	_____	_____	_____
D. SKILLED EMPLOYEES INCLUDING TECHNICIANS	_____	_____	_____
E. UNSKILLED EMPLOYEES	_____	_____	_____
F. ESTIMATORS	_____	_____	_____
G. TOTAL NUMBER OF FULL TIME PERSONNEL	_____	_____	_____

7. WHAT IS THE ENGAGED FIELD EXPERIENCE OF THE PRINCIPALS AND SUPERVISORY PERSONNEL OF YOUR FIRM? (ASTERISK ANY PERSONNEL LIKELY TO BE ASSIGNED TO THE SUBJECT PROJECT).

PRINCIPAL'S NAME	TITLE	YEARS OF EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUPERVISORY PERSONNEL	TITLE	YEARS OF EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
_____	_____	_____	_____
_____	_____	_____	_____

8. WITHIN THE PREVIOUS THREE (3) FISCAL YEARS HAS YOUR FIRM OR PREDECESSOR ORGANIZATIONS EVER FAILED TO COMPLETE A PROJECT? _____. IF YES, LIST NAME OF CLIENT, DESCRIBE THE REASON OF, AND PROVIDE THE CURRENT/RESULTING STATUS THEREOF: _____

9. WITHIN THE PREVIOUS THREE (3) FISCAL YEARS HAS YOUR FIRM BEEN INVOLVED IN LITIGATION? _____. IF YES, LIST NAME OF CLIENT, DESCRIBE THE REASON OF, AND PROVIDE THE CURRENT/RESULTING STATUS THEREOF:

10. WITHIN THE PREVIOUS THREE (3) FISCAL YEARS HAS YOUR FIRM, BY ITS OWN CAUSE, INCREASED THE ORIGINAL PRICE OF A CONTRACT OR EXTENDED A CONTRACTS COMPLETION DATES? _____. IF YES, LIST NAME OF CLIENT, DESCRIBE THE REASON OF, AND PROVIDE THE CURRENT/RESULTING STATUS THEREOF: _____

11. WITHIN THE PREVIOUS THREE (3) FISCAL YEARS HAVE ANY LIQUIDATED DAMAGES, PENALTIES, LIENS, CANCELLATIONS OR DEFAULTS IMPOSED OR FILED AGAINST YOUR FIRM? _____. IF YES, LIST NAME OF CLIENT, EXPLAIN REASON OF, AND PROVIDE THE CURRENT/RESULTING STATUS THEREOF: _____

12. A. WHAT IS THE AGE OF YOUR FIRMS PROPOSED APPLICATION? _____

B. DOES YOUR FIRM DIRECTLY PERFORM VERSIONING OF THE PROPOSED APPLICATION (MAJOR AND MINOR)?

C. DOES YOUR FIRM DIRECTLY PERFORM AUTOMATIC UPGRADES OF THE PROPOSED APPLICATION? _____

D. HAS YOUR FIRM SUCCESSFULLY COMPLETED DATA CONVERSION AND MIGRATION FROM AN EXISTING APPLICATION INTO YOUR APPLICATION? _____ IF SO, HOW MANY? _____ IF NOT, WHY? _____

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH ADDITIONAL STATEMENT TO RESPONSE.

ACKNOWLEDGEMENT: THE RESPONDENT ACKNOWLEDGES THAT FDVA SHALL AT ITS SOLE DISCRETION, BY MEANS WHICH FDVA WILL CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE BY THE RESPONDENT HEREIN.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____